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পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

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22.12.09 CONVEYANCE

1. **Date:** 21st December 2009
2. **Place:** Kolkata
3. **Parties:**
  - 3.1 **Rajjak Ali Mondal**, son of Dukha Ali Mondal, residing at Village Nowapara, Post Office Hatiara, Kolkata-700059
  - 3.2 **Julfikkar Ali Mondal**, son of Dukha Ali Mondal, residing at Village Nowapara, Post Office Hatiara, Kolkata-700059

(collectively called **Vendors**, includes successors-in-interest)

**And**

- 3.3 **Sugandh Dealers Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.4 **Jagkalyan Marketing Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.5 **Hamsafaer Distributors Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.6 **Elegents Heights Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069 (collectively **Purchasers**, includes successors-in-interest).

Vendors and Purchasers collectively **Parties** and individually **Party**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** *Sali* (Agricultural) land measuring 2 (two) *cottah*, more or less, comprised in R.S./L.R. *Dag* No.521 recorded in R.S./L.R. *Khatian* Nos.152 and 153, *Mouza* Salua, J.L. No.3, Police Station Airport, within Rajarhat Gopalpur Municipality, Additional District Sub-Registration Office Bidhannagar, Salt Lake City, District North 24 Parganas more fully described in the **Schedule** below **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance (**Said Property**).

**5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations and Warranties Regarding Title:** The Vendors represent warrant and covenant regarding the title as follows:
- 5.1.1 **Sale of the Said Property by Satish Chandra Ganguly:** By a Deed of Conveyance dated 14<sup>th</sup> December, 1983, registered in the office of the Sub Registrar, Dum Dum, Cossipore in Book No. I, Volume No. 315, Pages 93 to 98, Being No.12048 for the year 1983, Satish Chandra Ganguly sold, conveyed and transferred all his right, title and interest in the Said Property to Pratima Chakrobarty.
- 5.1.2 **Demise of Pratima Chakrobarty:** Pratima Chakrobarty, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 10<sup>th</sup> June, 2006, leaving behind her only son, Somnath Chakrobarty as her only legal heir, who inherited the right, title and interest of Pratima Chakrobarty in the Said Property absolutely and forever.
- 5.1.3 **Sale of Said Property by Somnath Chakrobarty:** By a Deed of Conveyance dated 2<sup>nd</sup> August, 2006, registered in the office of the Additional Registrar of

Assurances-II, Kolkata, in Book No. I, CD Volume No. 18, Pages 4997 to 5010, Being No. 08733 for the year 2009, Somnath Chakrobarty sold, conveyed and transferred all his right, title and interest in the Said Property to the Vendors.

- 5.1.4 **Absolute Ownership of the Vendors:** In the abovementioned circumstances, the Vendors have become the absolute owner of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- 5.2.2 **No Excess Land:** The Vendors do 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.
- 5.2.3 **No Encumbrance by Act of Vendors:** 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, 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 Vendors have 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 Right of Preemption:** No person or persons whosoever has/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.6 **No Mortgage:** No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.7 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debtters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors 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 the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 5.2.8 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.9 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

6.1 **Agreement to Sell and Purchase:** The Vendors have approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers, being satisfied by the representation, warranty and covenant mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), have agreed to purchase the Said Property from the Vendors.

## 7. Transfer

7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the Said Property, being land measuring 2 (two) *cottah*, more or less, comprised in R.S./L.R. *Dag* No.521 recorded in R.S./L.R. *Khatian* Nos.152 and 153, *Mouza* Salua, J.L. No.3, Police Station Airport, within Rajarhat Gopalpur Municipality, Additional District Sub-Registration Office Bidhannagar, Salt Lake City, District North 24 Parganas, more fully described in the **Schedule** below **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.7,00,000/- (Rupees seven lac) paid by the Purchasers to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

## 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:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*s, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors 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 the Vendors' predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have 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:** indemnification by the Vendors about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such

express indemnification by the Vendors about the correctness of the Vendors' title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendors shall, at their own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

- 8.2.2 **Transfer of Property Act:** all obligation and duty of vendors and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendors to the Purchasers.
- 8.4 **Outgoings** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenant that the Purchasers and their assigns 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 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, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under them in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and their assigns and/or their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and their assigns and/or its successors-in-interest by reason of any defect in title of the Vendors or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendors declare that the Purchasers are fully entitled to mutate their names in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake 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.
- 8.8 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their 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  
(Said Property)**

*Sahi* (agricultural) land measuring 2 (two) *cottah*, more or less, comprised in R.S./L.R. *Dag* No.521 recorded in R.S./L.R. *Khatian* Nos.152 and 153, *Mouza* Salua, J.L. No.3, Police Station Airport, with in Rajarhat Gopalpur Municipality, Additional District Sub-Registration Office Bidhannagar, Salt Lake City, District North 24 Parganas and the said *Dag* is butted and bounded as follows:

**On the North** : By *Dag* No. 521  
**On the East** : By Land of Elam Box  
**On the South** : By *Dag* No. 521  
**On the West** : By Land of Elam Box

**Together with** all easement rights and all other rights and appurtenances and inheritances for access and use of the Said Property.

**9. Execution and Delivery**

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

Rajjak Ali Mondal      MR. Julfikkar Ali  
 (Rajjak Ali Mondal)      (Julfikkar Ali Mondal)  
 [Vendors]

**Sugandh Dealers Private Limited**  
**Jagkalyan Marketing Private**  
**Limited**

**Hamsafaer Distributors Private**  
**Limited**  
**Elegents Heights Private Limited**

Umesh Kedia  
 A

Umesh Kedia  
 (Authorised Signatory)

**Witnesses:**

Signature Swapan  
 Name Swapan Kar  
 Father's Name R.K. Kar  
 Address 70. K.S. Roy Road  
Kolkata. 700001

Signature Ramen Das  
 Name RAMEN DAS  
 Father's Name Swapan Das  
 Address 7.K.S. Roy Road  
Kolkata

**Receipt And Memo of Consideration**

Received from the within named Purchasers the within mentioned sum of Rs.7,00,000/- (Rupees seven lac) towards full and final payment of the Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
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Rajjak Ali Mondal.

(Rajjak Ali Mondal)

md. Jufekar Ali

(Jufekar Ali Mondal)

[Vendors]

**Witnesses:**

Signature

Swapn

Name

Swapn Kan

Father's Name

R. A. Kan

Address

7C K. S. Roy Rd

Kolkata. 700001

Signature

Ramen Day

Name

RAMEN DAY

Father's Name

Swarn Day

Address

7K.S-Roy Rd

Kol-1



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

**Endorsement For Deed Number : I - 14069 of 2009**  
**(Serial No. 10599 of 2009)**

**On 21/12/2009**

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

Presented for registration at 16.02 hrs on :21/12/2009, at the Private residence by Umesh Kedia, one of the Claimants.

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

Execution is admitted on 21/12/2009 by

1. Rajjak Ali Mondal, son of Dukha Ali Mondal , Vill Nowapara Po Hatiara Dist 24 Parhs(n) , Thana 0, By Caste Muslim, By Profession : Others
  2. Julfikkar Ali Mondal, son of Dukha Ali Mondal , Vill Nowapara Po Hatiara Dist 24 Parhs(n) , Thana 0, By Caste Muslim, By Profession : Others
  3. Umesh Kedia, Signatory, Sugandh Dealers Pvt Ltd, 11 Crooked Lane, Cal, By Profession : Others
  4. Umesh Kedia, Signatory, Jagkalyan Marketing Pvt Ltd, 11 Crooked Lane, Cal, By Profession : Others
  5. Umesh Kedia, Signatory, Hamsagaer Distributors Pvt Ltd, 11 Crooked Lane, Cal, By Profession : Others
  6. Umesh Kedia, Signatory, Elegents Heights Pvt Ltd, 112 Crooked Lane, Cal, By Profession : Others
- Identified By Swapan Kar, son of R N Kar, 7c K S Roy Rd Cal ,Pin 700001, Thana: Harerst, By Caste: Hindu, By Profession: Service.

( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II

**On 22/12/2009**

**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:**

Fee Paid in rupees under article : A(1) = 7689/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 22/12/2009

**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.-700000/-

Certified that the required stamp duty of this document is Rs.- 42010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 37010/- is paid 04134121/12/2009 State Bank Of India, KOLKATA, received on 22/12/2009




































*(Signature)*  
22.12.09

( Tarak Baran Mukherjee )  
ADDL. REGISTRAR OF ASSURANCES-II



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
R		<i>mod</i> 				
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
M		<i>mod</i> 				
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
Umesh K...						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

Dated 21st Day of December, 2009

**Between**

**Rajjak Ali Mondal & Anr.  
... Vendors**

**And**

**Sugandh Dealers Private Limited & Ors.**

**... Purchasers**

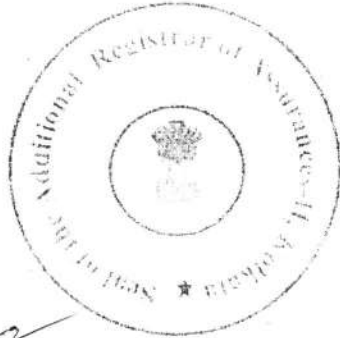
**CONVEYANCE**

R.S/L.R *Dag* No. 521  
*Mouza* Salua  
District North 24 Parganas

**Saha & Ray**  
Advocates  
3A/1, 3<sup>rd</sup> floor  
Hastings Chambers  
7C, Kiran Sankar Roy Road  
Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 29  
Page from 719 to 730  
being No 14069 for the year 2009.



(Tarak Baran Mukherjee) 29-December-2009  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A. R. A. - II KOLKATA  
West Bengal