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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

755557

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 Hatigira, Kolkata-700059  
(Vendor, includes successors-in-interest)

19 DEC 2009

No. 81670 ..... Date.....

Sold to..... **SAHA & RAY**

Address..... Advocates  
3A71, 3rd Floor, Hastings Chambers

Rs. 7C, Kiran, Shaikhan, Roy Road  
Kolkata - 700001.

L. S. VENDOR  
HIGH COURT, CAL

Umesh Kedia



3693C

For SUGANDH DEALER (P) LTD.

For HAMSAFAR DISTRIBUTORS (P) LTD.

For JAGKALYAN MARKETING (P) LTD.

For Elegent Heights (P) Ltd

Umesh Kedia

Authorised Signatory



369A

Rajiv Shekhar

Swapnil Kar  
to R. N. Kar  
= K. S. Roy Road  
Kolkata - 700001  
Service

**And**

- 3.2 **Sugandh Dealers Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.3 **Jagkalyan Marketing Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.4 **Hamsafaer Distributors Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.5 **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).

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

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** *Sali* land measuring 10 (ten) *chittack*, more or less, comprised in R.S/L.R. *Dag* No.521 recorded in R.S/L.R. *Khatian* No. 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 Vendor represents warrants and covenants regarding title as follows:
- 5.1.1 **Sale of the Said Property by Satish Chandra Ganguly:** By a Deed of Conveyance dated 15<sup>th</sup> February, 1984, registered in the office of the Additional District Sub Registrar, Bidhannagar, Salt Lake, Satish Chandra Ganguly sold, conveyed and transferred all his right, title and interest in the land measuring 4 (four) *cottah* together with a common passage measuring about 5 (five) *chittack* and 25 (twenty five) square feet, more or less, comprised in R.S *Dag* No.521, *Mouza* Salua, J.L. No.3, Police Station Airport, with in Rajarhat Gopalpure Municipality, Additional District Sub-Registration Office Bidhannaagar, Salt Lake City, District North 24 Parganas (**Mother Property**) to Gouri Rani Dey.
- 5.1.2 **Sale of Said Property by Gouri Rani Dey:** By a Deed of Conveyance registered in the office of the Additional Registrar of Assurances-II, Kolkata vide Being No. 3453 for the year 2009, Gouri Rani Dey sold, conveyed and transferred all her right, title and interest in the Said Property, being a part of Mother Property, to the Vendor.

- 5.1.3 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the Said 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 is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- 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.
- 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 Right of Preemption:** No person or persons whatsoever 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 Vendor 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, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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.
- 5.2.8 **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 Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

## 6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The Vendor has 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 <sup>the title and</sup>

above (collectively **Representations**), have agreed to purchase the Said Property from the Vendor.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Property, being *sali* land measuring 10 (ten) *chittack*, more or less, comprised in R.S/L.R. *Dag* No.521 recorded in R.S/L.R. *Khatian* No. 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.2,18,700/- (Rupees two lac eighteen thousand and seven hundred) paid by the Purchasers 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.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *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.
- 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:** indemnification by the Vendor about the correctness of his title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at his 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 vendor 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 Vendor 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 Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants 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 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 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under him 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 Vendor or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchasers are fully entitled to mutate their names in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorney 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.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, 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)**

Sali land measuring 10 (ten) *chittack*, more or less, comprised in R.S/L.R. *Dag* No.521 recorded in R.S/L.R. *Khatian* No. 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 and the said *Dag* is butted and bounded as follows:

**On the North** : By Land of S. Ganguly  
**On the East** : By Plot No.3  
**On the South** : By other Dags  
**On the West** : By 12' Feet Common Passage

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

**9. Execution and Delivery**

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

*Rajjak Ali Mondal*

(Rajjak Ali Mondal)  
[Vendor]

Sugandh Dealers Private Limited      Hamsafaer Distributors Private  
Jagkalyan Marketing Private Limited  
Limited      Elegents Heights Private Limited  
Umesh Kedia      (Authorised Signatory)  
[Purchasers]

**Witnesses:**

Signature *Swapan*

Name Swapan Kar

Father's Name R. N. Kar

Address 7C, K.S. Roy Road

Kolkata - 700001

Signature *C. R. Bairagi*

Name C. R. Bairagi

Father's Name del. C. L. Bairagi

Address 25/B, Raja Bajar Road

Kolkata

**Receipt And Memo of Consideration**

Received from the within named Purchasers the within mentioned sum of Rs.2,18,700/- (Rupees two lac eighteen thousand and seven hundred) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

<b>Demand Draft No.</b>	<b>Date</b>	<b>Bank</b>	<b>Amount (Rs.)</b>
174504	19.12.2009	Vijaya Bank	2,18,700/-

Rajjak Ali Mondal

(Rajjak Ali Mondal)  
[Vendor]

**Witnesses:**

Signature Swapam Kar

Name Swapam Kar

Father's Name R. K. Kar

Address 7C : K.S. Roy Road

Kolkata - 700001

Signature Chandrasekar

Name C.R. Bhatnagar

Father's Name Chandrasekar

Address 20/B, Raja Brijendra Street

Kolkata - 7





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

**Endorsement For Deed Number : I - 14070 of 2009**  
**(Serial No. 10594 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 Nowpara Po Hatiara , Thana 0,Pin 700059, By Caste Muslim, By Profession : Others
2. Umesh Kedia, Signatory, Sugandh Dealers Pvt Ltd, 11 Crooked Lane, Cal, By Profession : Others
3. Umesh Kedia, Signatory, Jagkalyan Marketing Pvt Ltd, 11 Crooked Lane, Cal, By Profession : Others
4. Umesh Kedia, Signatory, Hamsafaer Distributors Pvt Ltd, 11 Crooked Lane, By Profession : Others
5. Umesh Kedia, Signatory, Elegents Heights Pvt Ltd, 11 Crooked Lane, Cal, By Profession : Others

Identified By Swapan Kar, son of R N Kar, 7c K S Roy Rd Cal ,Pin 700001,Thana: Harest, 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) = 2398/- ,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.-218700/-

Certified that the required stamp duty of this document is Rs.- 13132 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 8150/- is paid 04133821/12/2009 State Bank Of India, KOLKATA, received on 22/12/2009



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

22.12.09

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

Dated 21<sup>st</sup> Day of December, 2009

Between

**Rajjak Ali Mondal**  
... Vendor

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

SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



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

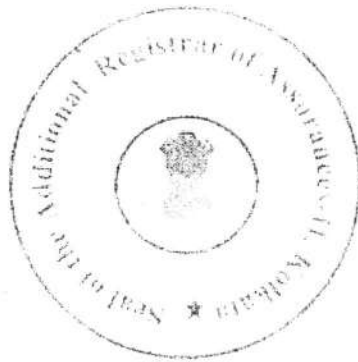
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little


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

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

Certificate of Registration under section 67 and Rule 69.

Registered in Book - I  
CD Volume number 29  
Page from 731 to 741  
being No 14070 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