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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 972477

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 26/03/07  
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 5, 26, 01/17

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3280 2-93

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Addl. Registrar of Assurances-II  
Kolkata.

T-1-08

CONVEYANCE

23. 5d.

A-6919-

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9- 55-

20- 25-

20- 4-

7010-

1. Date: 14<sup>th</sup> March 2007

2. Place: Kolkata

3. Parties:

3.1 *alias Shikha Roy*  
**Shikha Roy** wife of Raj Kumar Roy, residing at 73/1, Shyampukur Street, Kolkata 700004 (Vendor, includes successors-in-interest)

*Handwritten notes:*  
6.30.000

*Handwritten notes:*  
Shikha Roy

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A6919

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629  
629  
6919

157861

- 8 MAR 2007

Sold to SAHA & RAY  
Advocates  
3A11, 3rd Floor, The States Chambers  
7C, Kiran Park, Park Road  
Kolkata - 700001.

1000/-

L. S. VIKAR  
MCA 2002-2003

500000/- 50000/-

1-15 PM.



1415 March 07.  
Roy Anil Sarda  
The claimant

Amir Laga

14-3-07



4475

Shikha Roy  
Anil Sarda Roy



Shikha Roy @ Shikha  
Roy wife of Anil Sarda  
Roy at 73/1, Shyam-  
pukur street Kol-4.

Intendyab's Sr.  
Rm Roy,

S/o Shri Chhakra Lal Roy  
AJ-295, Salt Lake  
Wol-91  
Business -

R.K. Roy  
S/o Shri Chhakra Lal Roy  
at AJ-295, Salt Lake  
Wol-91.  
Business.

14-3-07

14-3-07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 972478

And

3.2

**Aster Suppliers Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

*विक्रम रोड.*



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 972478

And

3.2

**Aster Suppliers Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

*Sikha Roy.*



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 972479

Sikha Roy.

3.3 **Aster Sales Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 972480

Sikharot 3.4

**A To Z Tradecomm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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51Kle Ro8.  
3.5

**Mukund Commodities Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

- 3.6 **Chirag Barter Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.7 **Mukund Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.8 **A To Z Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.9 **Ajanta Dealcomm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

All represented by Mr. Amit Sarada son of Jugal Kishore Sarada.

(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* (agricultural) land measuring 4.34 (four point three four) decimal, more or less, contained in R.S/L.R *Dag* Nos. 521 and 522, recorded in R.S/L.R. *Khatian* Nos. 153 and 242, *Mouza* Salua, J.L. No.3, Police Station Rajarhat, Additional District Sub-Registration Office Bidhannagar, 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 Said Property to the Vendor:** By a *Kobala* (Deed of Sale) dated 30<sup>th</sup> July 1984, registered in the Office of the Additional District Sub Registrar, Bidhan Nagar (Salt Lake City) in Book No.I, Volume No. 56F, Pages 125 to 136, Being No. 4222 for the year 1984, Tapati Rani Sen sold, conveyed and transferred all her right, title and interest in the Said Property to and in favour of the Vendor herein, absolutely and forever and for the consideration mentioned therein.

- 5.1.2 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the Said Property.

- 5.1.3 **True and Correct Representations:** The Vendor is the absolute and undisputed owner of the Said Property as mentioned above and such representation of the Vendor is true and correct.

- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:

5/11/2018



- 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 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 taxes from the Vendor.
- 5.2.6 **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.
- 5.2.7 **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:** 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.
- 5.2.9 **No Personal Guarantee:** The Said Property 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 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, based on 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 Vendor.

Sikhar Roy

**7. Transfer:**

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers her right, title and interest of whatsoever or howsoever nature in the Said Property, being *sali* (agricultural) land measuring 4.34 (four point three four) decimal, more or less, contained in R.S/L.R *Dag* Nos. 521 and 522, recorded in R.S/L.R. *Khatian* Nos. 153 and 242, *Mouza* Salua, J.L. No.3, Police Station Rajarhat, Additional District Sub-Registration Office Bidhannagar, 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. 6,30,000/- (Rupees six lac thirty thousand) 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.

Sikha Roy

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 her 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 their 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 name 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 her, 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* (agricultural) land measuring 4.34 (four point three four) decimal, more or less, contained in R.S/L.R *Dag* Nos. 521 and 522, recorded in R.S/L.R. *Khatian* Nos. 153 and 242, *Mouza* Salua, J.L. No.3, Police Station Rajarhat, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and the said *Dags* being butted and bounded as follows:

SOUTH

On the ~~North~~ : By R.S/L.R *Dag* Nos. 522, 527 and 535  
 On the East : By R.S/L.R *Dag* Nos. 535, 538 and 539  
 On the ~~South~~ North : By R.S/L.R *Dag* Nos. 521, 520 and 518  
 On the West : By R.S/L.R *Dag* Nos. 523 (P) and 518

**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.

Shikha Roy. <sup>Alis</sup> Shikha Roy.  
(Shikha Roy)  
[Vendor]

**Witnesses:**

Signature Banu Sarkar

Signature G. Saha.

Name Banu Sarkar.

Name Grautam Saha.

Father's Name Sh. Jahidur RAHMAN

Father's Name Late. N. C. Saha.

Address Arcepuke

Address 35. Kanenee Street.

Rejate. 24 Post (M)

C/P/O. Hathara Houghly.

## SPECIMEN FORM TEN FINGER PRINTS

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



*Smr Singh*

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



*Shikha Roy*  
*Mia Shikha Roy*

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

### Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.6,30,000/- (Rupees six lac thirty thousand) 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.)
468878	09.03.2007	Vijaya Bank	6,30,000/-

Shikha Roy. Alis  
 Shikha Roy. Sh  
 \_\_\_\_\_  
 (Shikha Roy)  
 [Vendor]

**Witnesses:**

Signature Ban Saha

Name \_\_\_\_\_

Signature h. Saha.

Name \_\_\_\_\_

I  
I  
16/18  
0078  
2008

Dated this 14<sup>th</sup> day of March, 2007

Between

Shikha Roy  
... Vendor

And

Aster Suppliers Private Limited & Ors.  
... Purchasers

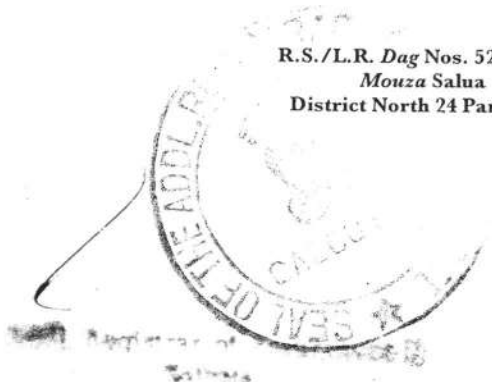


*W*

CONVEYANCE

25.2.08

R.S./L.R. Dag Nos. 521 & 522  
Mouza Salua  
District North 24 Parganas



Seen by 25.2.08

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