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I - 2157/11



पश्चिम बंगाल WEST BENGAL

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भारतीय गैर न्यायिक



पश्चिम बंगाल WEST BENGAL

ARA. 11 21AA 567943

0/4963/11

INR. 1288,464/- only Date 17/02/11

REG. Registrar of Assurances

Utd
12.08
APM

Santanu Ghosh 18.02.11

Shila Ghosh

CONVEYANCE

1. Date: 1st March, 2008

2. Place: Kolkata

3. Parties:

3.1 **Shila Ghosh**, wife of Late Sukumar Ghosh, residing at Usha Bhavan, Babupara, Dakshin Nalbari Road, Ward No.IV of Tangla Town Committee, Post Office and Police Station Tangla, District Darrang, Assam, Pin Code-784521

3.2 **Santanu Ghosh**, son of Late Sukumar Ghosh, residing at Usha Bhavan, Babupara, Dakshin Nalbari Road, Ward No.IV of Tangla Town Committee, Post Office and Police Station Tangla, District Darrang, Assam, Pin Code-784521

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

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Sanu
10/2/2011

11390 25 FEB 2008

Date
To SAHA & RAY
Address 3rd Floor, Hastings Chambers
Kiran Shankar Roy Road
W.B. State Capital

L. S. VENDOR
HIGH COURT, CAL

Asusoday Suppliers Pvt Ltd

Group for Saha

Authorized Signatory

01/03/08

ES14

Shila Ghosh

CB15

Santanu Ghosh
(SANTANU GHOSH)

Sanganti Ray
c/o Ashim Ray

Beleghati Market

Cal-10 (Business)

01/03/08



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

Endorsement For Deed Number : I - 02157 of 2011
(Serial No. 02054 of 2008)

On 01/03/2008

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.-1288464/-

Certified that the required stamp duty of this document is Rs.- 77318 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

Presented for registration at 16.20 hrs on :01/03/2008, at the Office of the A. R. A. - II KOLKATA by Arup Kr Dutta ,Claimant.

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

Execution is admitted on 01/03/2008 by

1. Shila Ghosh, wife of Late Sukumar Ghosh , Usha Bhavan, Babupara, Dakshin Nalbari Road, Thana:-TANGLA, District:-Darrang, ASSAM, India, P.O. :- Pin :-784521 , By Caste Hindu, By Profession : Others
2. Santanu Ghosh, son of Late Sukumar Ghosh , Usha Bhavan, Babupara, Dakshin Nalbari Road, Thana:-TANGLA, District:-Darrang, ASSAM, India, P.O. :-Tangla Pin :-784521 , By Caste Hindu, By Profession : Cultivation
3. Arup Kr Dutta
Authorised Signatory, Arunoday Suppliers Pvt Ltd, 23 A, Netaji Subhas Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
Authorised Signatory, Prestige Dealcomm Pvt Ltd, 23 A, Netaji Subhas Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
Authorised Signatory, Fortune Suppliers Pvt Ltd, 23 A, Netaji Subhas Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001
Authorised Signatory, Gravity Tradecomm Pvt Ltd, 23 A, Netaji Subhas Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
, By Profession : Others
Identified By Prasanta Ray, son of Ashim Ray, Beliaghata Main Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700010 , By Caste: Hindu, By Profession: Business.

(.....)
ADDL REGISTRAR OF ASSURANCES-II

On 03/03/2008

(Sudhakar Sahu)
ADDL REGISTRAR OF ASSURANCES-II

18/02/2011 17:11:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 02157 of 2011
(Serial No. 02054 of 2008)

Payment of Fees:

Amount By Cash

Rs. 11080/-, on 03/03/2008

(Under Article : A(1) = 10989/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 03/03/2008)

Deficit stamp duty

Deficit stamp duty Rs. 60050/- is paid, by the draft number 221337, Draft Date 01/03/2008, Bank Name STATE BANK OF INDIA, Kolkata, received on 03/03/2008

(.....)

ADDL. REGISTRAR OF ASSURANCES-II

On 18/02/2011

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.

Deficit stamp duty

Deficit stamp duty Rs. 17260/- is paid 06354318/02/2011 State Bank of India, ESPLANADE, received on 18/02/2011

Payment of Fees:

Amount By Cash

Rs. 3179/-, on 18/02/2011

(Under Article : A(1) = 3179/- on 18/02/2011)

(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II



(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II

18/02/2011 17:11:00

EndorsementPage 2 of 2

And

- 3.3 **Arunoday Suppliers Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 23A, Netaji Subhas Road, Kolkata-700001
- 3.4 **Prestige Dealcomm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 23A, Netaji Subhas Road, Kolkata-700001
- 3.5 **Fortune Suppliers Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 23A, Netaji Subhas Road, Kolkata-700001
- 3.6 **Gravity Tradecomm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 23A, Netaji Subhas Road, Kolkata-700001

(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:** *Sahi* (agricultural) land measuring 11.25 (eleven point two five) decimal, more or less, contained in L.R. *Dag* No.525, recorded in R.S. *Khatian* No. 180, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, more fully described in **Part-I** of the **1st Schedule** below (**First Land**) **And** *sahi* (agricultural) land measuring 2 (two) decimal, more or less, contained in L.R. *Dag* No.526, recorded in R.S. *Khatian* No.250, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, more fully described in **Part-II** of the **1st Schedule** below (**Second Land**), the First Land and the Second Land collectively described in the **2nd 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 title as follows:
- 5.1.1 **Purchase of Mother Properties by Usha Rani Ghosh and Ors.:** By a Conveyance dated 13th May, 1964, registered in the Office of the Sub-Registrar, Cossipore, Dum Dum in Book No. 1, Volume No. 52, Pages 230 to 239, Being No. 3635 for the year 1964, Ajit Kumar Deb sold, conveyed and transferred land collectively measuring 53 (fifty three) decimals in L.R. *Dag* Nos.525 and 526, recorded in R.S. *Khatian* Nos.250 and 180 respectively, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24

Parganas (collectively **Mother Properties**) to Usha Rani Ghosh, Deb Kumar Ghosh, Prasanta Kumar Ghosh and Sukumar Ghosh (collectively **Usha Rani Ghosh and Others**) absolutely and forever and for the consideration mentioned therein.

- 5.1.2 **Ownership of Mother Properties by Usha Rani Ghosh and Others:** By virtue of the aforesaid purchase, Usha Rani Ghosh and Others became the absolute and joint owners of the Mother Properties, each having an undivided 1/4th (one fourth) share therein.
- 5.1.3 **Demise of Sukumar Ghosh:** Sukumar Ghosh, a Hindu governed by the *Dayabhaga* school of Hindu Law, died intestate on 21st September, 2005 leaving behind surviving his wife, Shila Ghosh (Vendor No.3.1 herein) and his only son, Santanu Ghosh (Vendor No.3.2 herein), as his only legal heir and heiress who inherited the undivided 1/4th (one-fourth) share of Sukumar Ghosh in the Mother Properties. Thus, Vendors have become the absolute and joint owners of the Said Property, being the 1/4th (one fourth) share of Sukumar Ghosh in the Mother Properties.
- 5.1.4 **Absolute Ownership of Vendors:** In the abovementioned circumstances, the Vendors have become the absolute and joint owners of the Said Property each having an undivided 1/2 (one-half) share therein.
- 5.1.5 **True and Correct Representations:** The Vendors are the absolute, joint and undisputed owners of the Said Property as mentioned above and such representation of the Vendors are true and correct.
- 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 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 Vendors.
- 5.2.6 **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.

- 5.2.7 **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.
- 5.2.8 **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 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.
- 5.2.9 **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 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, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has 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 the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property described in the **2nd Schedule** below, the First Land, being *sahi* (agricultural) land measuring 11.25 (eleven point two five) decimal, more or less, contained in L.R *Dag* No.525, recorded in R.S. *Khata* No. 180, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and more fully described in **Part-I** of the **1st Schedule** below **And** the Second Land, being *sahi* (agricultural) land measuring 2 (two) decimal, more or less, contained in L.R *Dag* No.526, recorded in R.S. *Khata* No.250, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and more fully described in **Part-II** of the **1st Schedule** below **together with** all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property, free from all encumbrance.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.10,00,000/- (Rupees ten 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, *debentures*, 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 vendees 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, outgoing 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 Vendors, 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.

1st Schedule
Part-I
(First Land)

Sali (agricultural) land measuring 11.25 (eleven point two five) decimal, more or less, contained in L.R *Dag* No.525, recorded in R.S. *Khatian* No. 180, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and the said *Dag* being butted and bounded as follows:

On the North	:	By No. 211 Bus Route
On the East	:	By R.S/L.R <i>Dag</i> Nos. 526 and 527
On the South	:	By R.S/L.R <i>Dag</i> No. 523
On the West	:	By R.S/L.R <i>Dag</i> No. 524

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the First Land.

Part-II
(Second Land)

Sali (agricultural) land measuring 2 (two) decimal, more or less, contained in L.R *Dag* No.526, recorded in R.S. *Khatian* No.250, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and the said *Dag* being butted and bounded as follows:

On the North	:	By No. 211 Bus Route
On the East	:	By R.S/L.R <i>Dag</i> No. 527
On the South	:	By R.S/L.R <i>Dag</i> No. 525
On the West	:	By R.S/L.R <i>Dag</i> No. 525

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Second Land.

2nd Schedule
(Said Property)
[Subject Matter of Sale]

Sali (agricultural) land measuring 11.25 (eleven point two five) decimal, more or less, contained in L.R *Dag* No.525, recorded in R.S. *Khatian* No. 180, *Mouza* Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and described in **Part-I** of the **1st Schedule** above.

Sali (agricultural) land measuring 2 (two) decimal, more or less, contained in L.R. Dag No.526, recorded in R.S. Khatian No.250, Mouza Salua, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and described in Part-II of the 1st Schedule above.

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 Vendors have executed and delivered this Conveyance on the date mentioned above.

Shila Ghosh
(Shila Ghosh)

Santanu Ghosh
(Santanu Ghosh)

[Vendors]

Witnesses:

Signature Prasanta Ray
Name Prasanta Ray
Father's Name Ashim Ray
Address Belaghat Main Rd.
Plot. 10

Signature Santosh Sarkar
Name S Sarkar
Father's Name Prabin Sarkar
Address 4, Bhakuri 1st Lane

Receipt And Memo of Consideration

Received from the withinnamed Purchasers the within mentioned sum of Rs.10,00,000/- (Rupees ten 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.)	Favouring
Demand Draft No.620675	01.03.2008	Vijaya Bank	Rs.4,00,000/-	Shila Ghosh
Demand Draft No.620676	01.03.2008	Vijaya Bank	Rs.6,00,000/-	Santanu Ghosh

Shila Ghosh
(Shila Ghosh)

[Vendors]

Santanu Ghosh
(Santanu Ghosh)

Witnesses:

Signature Prasanta Ray
Name _____

Signature Santosh Sanyal
Name _____

SPECIMEN FORM TEN FINGER PRINTS

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



Arup K. Saha

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



Shilpa Ghosh

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



Santanu Ghosh

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

Arup

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 5829 to 5841
being No 02157 for the year 2011.



Sudhakar Sahu

(Sudhakar Sahu) 19-February-2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal

ADDL. REGISTRAR OF ASSURANCES-II

Sudhakar Sahu

ADDL. REGISTRAR OF ASSURANCES-II

21/2/11