

O.M.

6174/08

AA-11

75



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

70AA 312292

No. D Vol. No. D Page. 11024
 Date No. 6174 Year 2008
 Carriage Paper Issued 158-w
 Printing Fee Ordinary
 Printing Fee Urgent
 Remittance Charge for Map or Plan

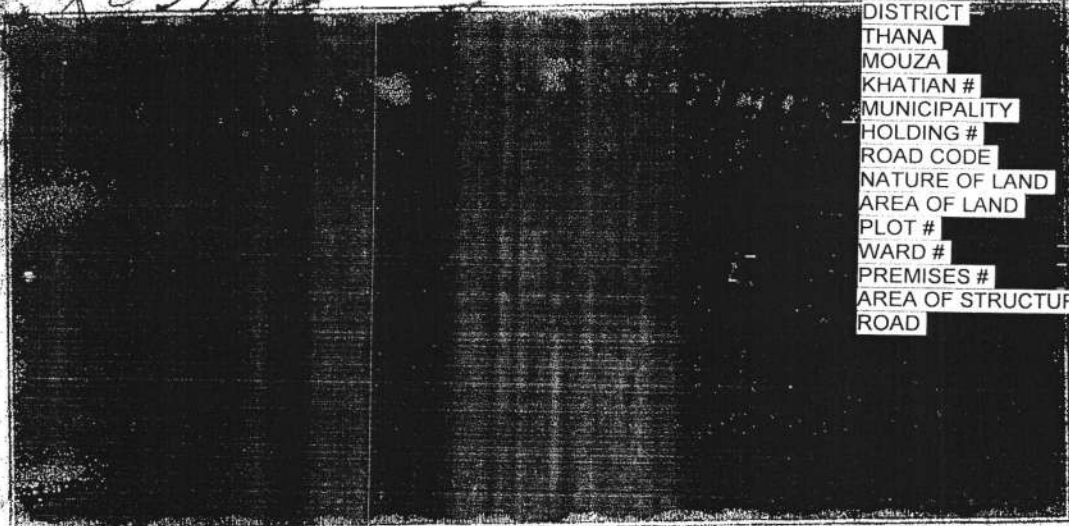
COPY NO. 10387 DT. 20/12/10

(1) 4000
 (2) & (3) 20-w
158-w
182-w

Copy Prepared
 sealed and Delivered to A.D. as
10387 20/12/10
20/12/10

ADDL. REGISTRAR OF ASSURANCES-II
 KOLKATA
20/12/10

IMAGEBASE: igr1902 [57617]
 DEED # ~~XXXX~~
 = 2008106174
 DISTRICT = Kolkata
 THANA = Airport
 MOUZA = Salua
 KHATIAN # = 284
 MUNICIPALITY =
 HOLDING # = 3
 ROAD CODE =
 NATURE OF LAND = 006
 AREA OF LAND = 39
 PLOT # = 523
 WARD # =
 PREMISES # =
 AREA OF STRUCTURE = 0
 ROAD =



Sp
 6-10
 7/8/08

Plomin g ~~XXXX~~
 Wale no 3111 - #1 n. 09/18-8/18
 dt 4.7.06

5000 + B. 1,64900

A.R.A.
 II

425596
 20/6/08
 28358/

23, 500
 Addl. Registrar of Assurances
 Kolkata
 9-7-08

M.V. Assessed
 Rs 41,36,364/-

Stamp No. 49500X3
 for Rs. 6000
 Subst. stamp duty of Rs. 41

THIS INDENTURE made this 3rd day of August, 2006 BETWEEN
LAKSHMI KANTA NASKAR, son of Late Radha Kanta Naskar,
 residing at Village - Patharghata, Police Station - Rajarhat, District
 - 24 Parganas (North), hereinafter referred to as "the VENDOR"
 (which term or expression shall unless excluded by or repugnant to

date + No. of
 confirmation
 28, 31, 33

A-31141
 E-14
 9-55
 M. 25
 M. 4
 31239

A-31141 -
 E-14 -
 9-55 -
 M. 25 -
 M. 4 -
 31239 -

101 = 250
 712 = 400
 650
 101 = 250
 712 = 400
 650

Hana para - Shekhar ... Registrar ...

71507
Sanyasari Sarkar (Adv)
Address: Banasat Court
No. 50001-
Calcutta Collectorate,
11, Netaji Subhas Rd. Calcutta-1
V. K. Sanyasari

21 JUL 2006

[Signature]
3/8/06

3rd Aug 6-45 pm
Jagat Singh Sugar

Jagat Singh Sugar
one of the sons
2000

Jagat Singh Sugar
No 120 Mehan Keldangar
at 11, British Indian street,
P.S. Hake street Kol-69
+ Lakshmi Kanta Das Kar
No 120 Pather Kanta Das
Kar, at Nil - Patherghata
P.S. Rajarhat, Dist - north
24 - P.P.

Jagat Singh Sugar
2010

Lakshmi Kanta Das Kar

Bimal Sathukhan
No 120 Jalindra Nath
Sathukhan at 49/11B
Tollygunge Road,
Col-26.
Service.

Bimal Sathukhan
50 Lt Jalindra Nath Sathukhan
49/11B, Tollygunge Rd
Service Cal-26

[Signature]
3/8/06

subject or context be deemed to mean, and include his heirs, executors administrators, agents and/or assigns) of the FIRST PART ✓ JAGAT SINGH DUGAR, son of Late Mohanlal Dugar, working for gain at 11, British Indian Street, Police Station - Hare Street, Kolkata - 700 069, hereinafter referred to as the "CONFIRMING PARTY" (which expression shall include his successors-in-interest and/or assigns) of the SECOND PART AND (1) FALCON TIE-UP PRIVATE LIMITED, (2) SADBHAWNA DEALERS PRIVATE LIMITED, (3) SAMBODHAN ADVISORY PRIVATE LIMITED, (4) SHIVGANGA VANIYA PRIVATE LIMITED, (5) SAHANSIL TRADELINK PRIVATE LIMITED, (6) BRIJWASI SUPPLIESR PRIVATE LIMITED, (7) UNNATI SUPPLIERS PRIVATE LIMITED, (8) NISHAKAR MARKETING PRIVATE LIMITED, (9) BRIJWASI MARKETING PRIVATE LIMITED, (10) SAHANBHUTI DEALER PRIVATE LIMITED, (11) SURAKSHIT SUPPLIERS PRIVATE LIMITED, (12) UNNATI VYAPAAR PRIVATE LIMITED, (13) SUGANDHI MERCANTILE PRIVATE LIMITED, (14) SHIVDHARA AGENCY PRIVATE LIMITED, (15) TROPEX MERCANTILE PRIVATE LIMITED, (16) CONCORD VYAPAAR PRIVATE LIMITED, (17) WONDER DISTRIBUTOR PRIVATE LIMITED, (18) PANGHAT MERCANTILE PRIVATE LIMITED, (19) CHIRAG VINIMAY PRIVATE LIMITED, (20) ALISHAN DEALER PRIVATE LIMITED, (21) EVERLIKE BARTER PRIVATE LIMITED, (22) GOODHOPE COMMERCIAL PRIVATE LIMITED, (23) TRIMUDRA VANIYA PRIVATE LIMITED, (24) SNEHIL MERCANTILE PRIVATE LIMITED, (25) SAGUN MARKETIGN PRIVATE LIMITED, (26) APNAPAN MERHANDISE PRIVATE LIMITED, (27) SAHANSIL AGENCIES PRIVATE LIMITED, (28) SATYAM DEALERS

PRIVATE LIMITED, (29) SUNDRAM VANIJYA PRIVATE LIMITED, (30) MANOBAL MARKETING PRIVATE LIMITED, (31) CHAMPAK VYAPAR PRRIVATE LIMITED, (32) DESIRE TRADERS PRIVATE LIMITED, (33) MAINA VINIMAY PRIVATE LIMITED, (34) PORTABLE DEALING PRIVATE LIMITED, (35) PRITAM DEALING PRIVATE LIMITED, (36) PURNIMA VYAPAAR PRIVATE LIMITED, (37) SURFACE VYAPAAR PRIVATE LIMITED, (38) VEDANT COMMERCIAL PRIVATE LIMITED, (39) MATAJI MERCHANTS PRIVATE LIMITED, (40) ECO VANIJYA PRIVATE LIMITED, (41) PARADISE SUPPLIERS LIMITED and (42) CHIARMS MERCHANTS PRIVATE LIMITED, all are Companies incorporated under the provisions of Companies Act, 1956, having its registered office at 8/1, Lalbazar Street, Police Station - Hare Street, Kolkata - 700 001, hereinafter collectively referred to as "the PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their successors-in-interest and/or assigns) of the THIRD PART :

WHEREAS :

- A. One Annoda Charan Mandal was absolutely seized and possessed of ALL THAT the piece and parcel of the sali land admeasuring 62 Satak situate and lying at Pargana - Kalikata, Mouza - Salua, J.L. No.3, R.S. No.109, Touzi No.2998, in Dag No.523, Hal Khatian No.2, Khanda Khatian No.284, Police Station - Airport, Sub

Registry Office at Bidhan Nagar, District - 24 Parganas (North),
hereinafter referred to as "the LARGER PLOT";

- B. By a Deed of Gift dated 20th March, 1948 made between the said Annoda Charan Mondal, therein referred to as the Donor of the One Part and one Lalit Mohan Naskar, therein referred to as the Donee of the Other Part and registered in the Office of the District Registrar at Cossipur, Dum Dum in Book No.1, Volume No.52, at Pages 106 to 109, Being No.1374 for the year 1948 the Donee, therein out of natural love and affection he had for the Donor therein transferred the said Larger Plot by way of gift in favour of the Donee absolutely and forever;
- C. The said Lalit Mohan Naskar died intestate leaving behind him surviving his 2 (Two) sons, namely, Kishore Mohan Naskar and Naba Kumar Naskar and 5 (Five) daughters, namely, Smt. Mohini Bala Mondal, Smt. Kamini Bala Mondal, Smt. Damini Bala Mondal, Smt. Malina Halder and Smt. Archana Mondal as his legal heirs and heiresses, hereinafter collectively referred to as "the SAID HEIRS OF LATE LALIT MOHAN NASKAR" who jointly inherited the said Larger Plot;
- D. By a Bengali Kobala (Deed of Conveyance) dated 29th July, 1989 made between the Said Heirs Of Late Lalit Mohan Naskar, therein collectively referred to as the Vendors of the One Part and the

F. In terms of the Said Agreement the Confirming Party herein has nominated the Purchasers herein in place and stead of the Confirming Party and requested the Vendor to execute and register this Conveyance and complete the transaction in favour of the Purchasers herein;

G. The Vendor has represented to the Purchasers that :

- i) The Vendor is the full and absolute owner of the Said Plot, morefully and particularly described in the SCHEDULE hereto and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon, free from all encumbrances of any nature whatsoever;
- ii) The entirety of the Said Plot is in the Khas and vacant possession of the Vendor and no persons other than the Vendor has any right, title and/or interest of any nature whatsoever in the Said Plot or any part thereof;
- iii) There are no suits, litigations or legal proceedings pending in respect of the Said Plot or any part thereof;
- iv) The right, title and interest of the Vendor in the Said Plot is free from all encumbrances and the Vendor has a marketable title therein;

- v) There are no Thika tenants of the Said Plot and the Vendor has received no notice of any such claim or proceeding;
- vi) The Said Plot and/or any part thereof is at present not affected by any requisition or acquisition of any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendor;
- vii) Neither the Said Plot nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law and due to income tax, revenue and any other public demands;
- viii) The Vendor has not in any way dealt with the Said Plot whereby the right, title and interest of the Vendor as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever;
- ix) The Vendor shall have no difficulty in transferring the Said Plot to the Purchasers and/or its nominee and/or otherwise;
- x) The Vendor is fully and sufficiently entitled to convey the Said Plot by executing and registering this Indenture in favour of the Purchasers;

- H. The Vendor has agreed to sell and the Purchasers relying on the said representations of the Vendor has agreed to purchase ALL THAT the Said Plot, morefully and particularly described in SCHEDULE hereunder written and delineated on the map or plan annexed hereto and bordered in colour "RED" therein on the terms and conditions mentioned hereinafter;
- I. The Confirming Party has joined this Indenture to confirm and/or accord his no objection to the sale of the Said Plot by the Vendor in favour of the Purchasers herein;

NOW THIS DEED WITNESSETH as follows :

- I. THAT in pursuance of the said agreement AND in consideration of an aggregate sum of Rs.28,31,333/- (Rupees Twenty Eight Lacs Thirty One Thousand Three Hundred And Thirty Three) only of the lawful money of the Union of India paid by the Purchasers to the Vendor as will appear from the memo of consideration hereunder written (the receipt whereof the Vendor doth hereby admit and acknowledge to have been received) and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers as well as the Said Plot hereby intended to be sold (transferred and conveyed) the Vendor with the consented and concurrence of the Confirming Party hereby indefeasibly grant sell transfer convey assign and assure unto and

Said Plot and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor into or upon and in respect of the Said Plot and/or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the Said Plot or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the Said Plot hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lis pendens whatsoever.

2. AND the Vendor doth hereby covenant with the Purchasers that the Vendor are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the Said Plot and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby

covenant with the Purchasers that they have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the Said Plot hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the Said Plot or any part thereof in the manner aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the Said Plot hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now has in herself good right full and absolute power to grant sell convey transfer assure and assign the Said Plot hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner and on the conditions aforesaid AND THAT the Vendor has duly made over possession of the Said Plot to the Purchasers herein and the Purchasers have

received and accepted the same without any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the Said Plot or otherwise.

3. AND THAT the Purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of her predecessors in title or any one of them AND THAT the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments executions prohibitions restrictions easements and lis pendens whatsoever suffered or made or liabilities created in respect of the Said Plot by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or the predecessors in title or any of them as aforesaid or otherwise.

4. AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the Said Plot upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchasers.

5. AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the Said Plot or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT no notice, which is or may be subsisting, has been served on the Vendor for the acquisition of the Said Plot or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed thereunder and the Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the Said Plot or any part thereof AND THAT no suit and/or proceeding is pending in any Court of law affecting the Said Plot and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority AND FURTHER THAT the Vendor and all persons having or lawfully or

equitably claiming any right title interest or estate whatsoever in the Said Plot or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers make do acknowledge and execute all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the Said Plot and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto that the Vendor covenants and assures the Purchasers that unless prevented by fire or some other inevitable accident from time to time and at all times hereafter and upon every request and at the cost of the Purchasers shall produce or caused to be produced to the Purchasers or their Attorneys or Agents or at any trial commission examination or otherwise as occasion shall require all or any of the original title deeds documents and writings and also at the like request and cost deliver to the Purchasers such attested or other copies or extracts of and from the said Deeds and writings or any one of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds documents and/or writings safe unobliterated and uncanceled.

THE SCHEDULE

(The Said Plot)

ALL THAT the piece and parcel of the Sali land admeasuring 39 Satak (equivalent to 1 Bigha 3 Cottahs 9 Chittacks and 23.4 Square Feet) situate and lying at Mouza - Salua, J.L. No.3, R.S. No.109, Touzi No.2998, in Dag No.523, Hal Khatian No.2, Khanda Khatian No.284, Police Station - Airport, Sub Registry Office at Bidhan Nagar delineated on the map or plan annexed hereto and bordered in colour "RED" thereon and butted and bounded in the manner as follows :

ON THE NORTH : By Dag No.525 (Part);

ON THE EAST : By Dag No.522 (Part);

ON THE SOUTH : By Dag Nos.518 (Part);

ON THE WEST : By Dag No.523 (Part);

IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first above written.

SIGNED AND DELIVERED by the
VENDOR at Kolkata in the presence

of:

Lakshmi Kanta Nasikan

*Deben Prasad
A/F 3 Hanuman, Krishnapur
Kolkata, Feb 10 2002*

15

Deben Nasikan -

*A/F - 3 Hanuman
Krishnapur
Kl - 102*

SIGNED AND DELIVERED by the
CONFIRMING PARTY at Kolkata in
the presence of :

Handwritten signature

Signature
A

Signature

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the withinmentioned sum of Rs.28,31,333/- (Rupees Twenty Eight Lacs Thirty One Thousand Three Hundred And Thirty Three) only towards full and final payment of the total Consideration for sale of the Said Plot in the following manner :

By cheque dated 27 th June 2006 bearing Cheque No.425886, drawn on ICICI Bank;	Rs. 1,00,000/-
By Bank Draft dated 31 st July, 2006 bearing Bank Draft No.039727 drawn on Standard Chartered Bank, 19, N.S. Road, Kolkata - 700 001;	Rs. 8,00,000/-
By Bank Draft dated 1 st August, 2006 bearing Bank Draft No.319013 drawn on Corporation Bank, Dharmatalla Branch;	Rs.19,31,000/-
By cash on 3 rd August, 2006;	Rs. 333/-
Total	Rs.28,31,333/-

WITNESSES :

1. *Santhan Prasad Biswas*

Santhan Prasad Biswas
VENDOR

2. *Debbin Nandan*

SPECIMEN FORM FOR TEN FINGERPRINTS



Handwritten name: Narsimhan Narsimhan



Handwritten name: Narsimhan Narsimhan

	(Left Hand)				
	(Right Hand)				
	(Left Hand)				
	(Right Hand)				
PHOTO					
	(Left Hand)				
PHOTO					
	(Right Hand)				
PHOTO					
	(Left Hand)				
PHOTO					
	(Right Hand)				

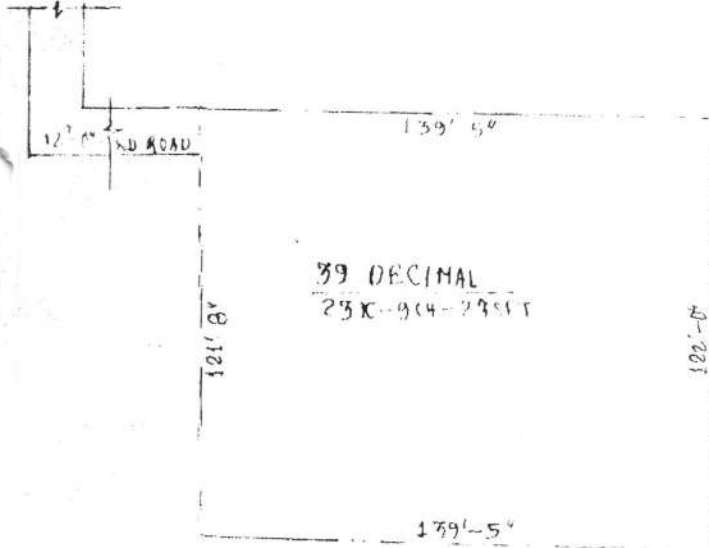
SITE PLAN OF LAND AT MOUZA KRISHNAPUR, C.S DAG
NO- 467, C.S KHATIAN NO. 2, R.S DAG NO- 523, R.S
KHATIAN NO - 2, J.L NO - 5, KESA NO - 109,
WARD NO - , P.S - RAJAKHAT, DIST NORTH 24 PGS
UNDER - RAJAKHAT GOPALPUR MUNICIPALITY

(SCALE - 1" = 40'-0")

VENDOR - LAKSHMI KANTA NASKAR

VENDEE -

TOTAL AREA OF LAND 39 DECIMAL (23K-9CH-29SFT)



DRAWN BY:-

Jy Simha

Page No. 1
Date 21/8/2008

DATE: 21ST DAY OF AUGUST 2008

BETWEEN

LAKSHMI KANTA NASKAR

VENDOR

JAGAT SINGH DUGAR

CONFIRMING PARTY

AND

FALCON TIE UP PRIVATE LIMITED &

PURCHASERS

23-7-08

INDENTURE

[Handwritten signature]

[Handwritten signature]
Advocate
R.N. GHOSH & ASSOCIATES,
ADVOCATES
6 OLD POST OFFICE STREET,
GROUND FLOOR, ROOM NO.66,
KOLKATA - 700 001.



CERTIFIED TO BE A TRUE COPY

ADDL. REGISTRAR OF ASSURANCE
KOLKATA

[Handwritten signature]