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CONVEYANCE

1. **Date:** 24th December 2009
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Rajjak Ali Mondal**, son of Dukha Ali Mondal, residing at Village Nowapara, Post Office Hutiara, Kolkata-700059
(Vendor, includes successors-in-interest)

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 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 Vendor represents warrants and covenants regarding title as follows:
- 5.1.1 **Sale of the Said Property by Rina Bhowmick:** By a Deed of Conveyance dated 8th October, 1991 registered in the office of the Additional District Sub Registrar, Bidhannagar, Salt Lake in Book No. I, Volume No. 184, Pages 315 to 324, Being No.10078 for the year 1991, Rina Bhowmick sold, conveyed and transferred all her right, title and interest in the Said Property to Alip Kumar Adhikary.
- 5.1.2 **Sale of Said Property by Alip Kumar Adhikary:** By a Deed of Conveyance dated 11th June, 2007 registered in the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 18, Pages 4553 to 4544, Being No. 08734 for the year 2009, Alip Kumar Adhikary sold, conveyed and transferred all his right, title and interest in the Said 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, *bargudars* 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 title and} 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.

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 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 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, *debuffers*, 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 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 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 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 and the said *Dag* is butted and bounded as follows:

On the North : By Plot No. 6
On the East : By Land of Nazimul Hoda
On the South : By Plot No. 8
On the West : By 12 feet wide 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 Parties have executed and delivered this Conveyance on the date mentioned above.

Rajjak Ali Mondal

(Rajjak Ali Mondal)
[Vendor]

Umesh Kedia.

Sugandh Dealers Private Limited **Hamsafaer Distributors Private**
Jagkalyan Marketing Private Limited **Limited**
Limited **Elegents Heights Private Limited**

Umesh Kedia.

(Authorised Signatory)
[Purchasers]

Witnesses:

Signature Swapan

Name Swapan Kan

Father's Name R. N. Kan

Address 70. K. S. Roy Road

Kalkali. 70001

Signature Ramen Das

Name RAMEN DAS

Father's Name Swapan Das

Address 7.K.S. Roy Road

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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:

Demand Draft No.	Date	Bank	Amount (Rs.)
174503	19.12.2009	Vijaya Bank	7,00,000/-

Rajjak Ali Mondal

Rajjak Ali Mondal
[Vendor]

Witnesses:

Signature [Signature]
Name Swapan Kar
Father's Name R. N. Kar
Address 7C K. S. Ray Rd
Koikarls. 70001

Signature [Signature]
Name RAMEN DAS
Father's Name Swapan Das
Address 7K. S. Ray Road
Koikarls

SPECIMEN FORM TEN FINGER PRINTS

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



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



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

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



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

Endorsement For Deed Number : I - 14071 of 2009
(Serial No. 10572 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 Cal , 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, Hamsafacer Distributors Pvt Ltd, 11 Crooked Lane, Cal, 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) = 7689/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 22/12/2009

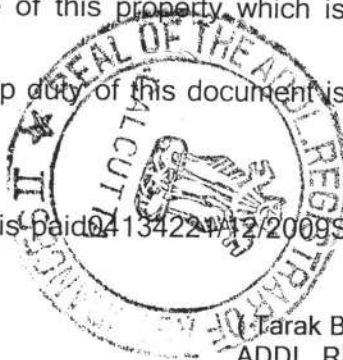
Certificate of Market Value(WB PUVI rules of 2001)

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 on 22/12/2009 State Bank Of India, KOLKATA, received on 22/12/2009



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

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

Dated 21st Day of December, 2009

Between

Rajjak Ali Mondal
... Vendor

And

Sugandh Dealers Private Limited & Ors.
... Purchasers

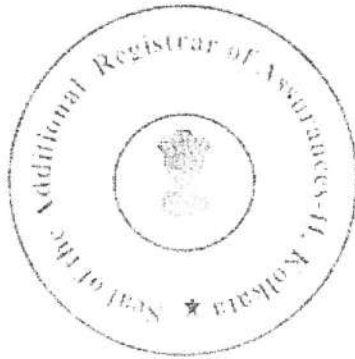
CONVEYANCE


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

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

Certificate of Registration under section 60 and Rule 69.

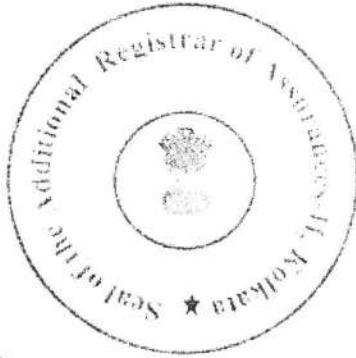
Registered in Book - I
CD Volume number 501
Page from 1031 to 1044
being No 14071 for the year 2009.





Tarak Barin Mukherjee, 25-February-2010
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal

Certificate of Registration under section 60 and Rule 69

Registered in Book - I
CD Volume number 28
Page from 7348 to 7358
being No 14071 for the year 2009.




(Tarak Baran Mukherjee) 23-December-2009
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal