

213/7

02892 (73)



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 598630

खरिद निवेदन
दिनांक 11-8-07
अतः 4.7.08

5000



M.v 22, 35, 41/7

660522
129123

19/7

fs

9-4-07

CONVEYANCE

Date: 9th January 2007 Sc. Das.

Place: Kolkata

Parties:

3.1 **Bibhash Chandra Das**, son of Late Jadunath Das, residing at BB/40/7, Salt Lake, Police Station Bidhan Nagar North, Kolkata 700064 (**Vendor**, includes successors-in-interest)

A - 24585 -
B - 2557 -
C - 2557 -
D - 2557 -
E - 2557 -
F - 2557 -
G - 2557 -
H - 2557 -
I - 2557 -
J - 2557 -
K - 2557 -
L - 2557 -
M - 2557 -
N - 2557 -
O - 2557 -
P - 2557 -
Q - 2557 -
R - 2557 -
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T - 2557 -
U - 2557 -
V - 2557 -
W - 2557 -
X - 2557 -
Y - 2557 -
Z - 2557 -

22, 35, 41/7
24585
2557

23/5
24/5
25/5

Sc. Das.

127267

DATE OF PAY
2011 3rd Floor
PC, Narayn Shankar Roy Road
Kolkata - 700 001

Swapan Kar

5-15 pm.

9th Jan '07
N.K. Lunawat
Sponsor for Delhi Varidya Pvt. Ltd.
for claimant

N.K. Verma

NIRNAZ KUNWAR LUNAWAT



ADP
Radast.
B.C. DAS



Identified by me
Swapan Kar s/o R.N. Kar
7C, K.S. Roy Road
Kolkata - 700 001
Service

21 DEC 2006

21 DEC 2006

9/11/07

B.C. Das Sogate
Jadunagar Das of FC,
K.S. Roy Road, Kolkata-1.

Swapan Kar s/o
R.N. Kar of FC,
K.S. Roy Road,
Kolkata-1
9/11/07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 59863 J

And

- 3.2 **Deity Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072

Recd. As.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 598632

- 3.3 **Carnival Tie-Up Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072

Recd.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 598633

- 3.4 **Mercy Vyapaar Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072

Secy. Secy.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 598634

- 3.5 **Debonair Vyapaar Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072

Debonair

- 3.6 **Daffodil Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072
- 3.7 **Mainstream Vyapaar Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072
- 3.8 **Starwart tie-Up Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072
- 3.9 **Blubell Dealcom Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072
- 3.10 **Daisy Dealers Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072

(collectively **Purchasers**, includes successors-in-interest).

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Property:** Sali land measuring 12 (twelve) decimal more or less, contained in R.S/L.R Dag No. 523, recorded in L.R. Khatian No. 515, *Mouza* Salua, J.L. No. 3, Police Station Air Port, 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 has made the following representations and given the following warranties to the Purchasers regarding title:
- 5.1.1 **Sale of Said Property to the Vendor:** By a Kobala (Deed of Sale) dated 28th April 1994, registered in the office of Sub Registrar, Bidhan Nagar (Salt Lake City) in Book No. I, Volume No. 53, Pages 365 to 370, Being No. 2357 for the year 1994, Badal Chandra Gayeen and Bireswar Gayeen conveyed and transferred all their right, title and interest in *inter alia* 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 represent, warrant and covenant 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 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 Vendor 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 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' 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 representations, warranties and covenants mentioned in Clause 5 and its sub-clauses



above (collectively **Representations**), has 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 12 (twelve) decimal more or less, contained in R.S/L.R Dag No. 523, recorded in L.R. Khatian No. 515, *Mouza* Salua, J.L. No. 3, Police Station Air Port, 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. 22,35,417/- (Rupees twenty two lac thirty five thousand four hundred and seventeen) paid by the Purchasers to the Vendor, receipt of which the Vendor, receipt of which the Vendor 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 encumbrances of any and every nature whatsoever including but not limited to 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.

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 their 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' title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor 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 obligations and duties 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 indemnify and agree 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 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 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 names in all records of the concerned authorities and to pay tax or taxes and all other impositions in their own name. 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 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.

Schedule
(Said Property)


Sali land measuring 12 (twelve) decimal more or less, contained in R.S/L.R Dag No. 523, recorded in L.R. Khatian No. 515, *Mouza Salua*, J.L. No. 3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, and butted and bounded as follows:

On the North :	By R.S/L.R Dag No. 525 and 526
On the East	: By R.S/L.R Dag No. 523 (P)
On the South	: By R.S/L.R Dag No. 523 (P)
On the West	: By R.S/L.R Dag No. 524

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

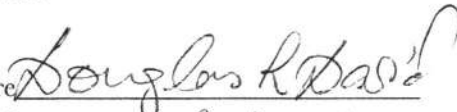
9. Execution and Delivery:


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



(Bibhash Chandra Das)
[Vendor]

Witnesses:

Signature 
Name DOUGLAS R. DAVID
Father's Name LATE R. J. DAVID
Address 7C, K. S. Roy Road
KOLKATA-70001

Signature 
Name Swapan Kar
Father's Name R. N. Kar
Address 7C, K. S. Roy Road
Kolkata-70001

Receipt And Memo of Consideration

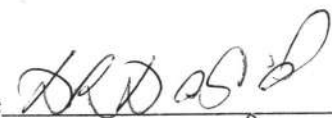
Received from the within named Purchasers the within mentioned sum of Rs.22,35,417/- (Rupees twenty two lac thirty five thousand four hundred and seventeen) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

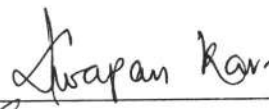
Mode	Date	Amount (Rs.)
Bank Draft No.s		Rs. 22,35,417/-
46.7798	03-01-07	11, 17, 709/-
721772	08-01-07	5, 58, 854/-
721763	08-01-07	5, 58, 854 1/2



 [Vendor]

Witnesses:

Signature 
 Name DOUGLAS R. DAVID

Signature 
 Name Swapau Kar

SPECIMEN FORM TEN FINGER PRINTS

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

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



P. Sadas

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)				

I
16-18
02892
2007

DATED 9th DAY OF January, 2007

Between

Bibhash Chandra Das
... Vendor

And



Private Limited & Ors.
... Purchasers

Handwritten signature or mark.

2-5-07

CONVEYANCE



R.S./L.R Dag No. 523
L.R. Khatian No. 515
Mouza Salua
District North 24 Parganas

Handwritten signature or mark.

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