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Q-03095/2014

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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REGISTRATION
OR ENDORSEMENT SHEETS ATTACHED
TO DOCUMENT ARE PART OF THIS DOCUMENT

23 APR 2014

29 APR 2014

THIS DEED OF CONVEYANCE made this 23rd day
of April Two Thousand Fourteen (2014) BETWEEN

Contd.P/2

(1) **GITA GHOSH** daughter of Late Amulya Charan Ghosh and wife of Late Mahadeb Ghosh, residing at Vill - Boushiddhi, P.O. - Boria, P.S. - Diamond Harbour, 24 Pgs (S), Pin - 743368, (2) **RITA PAL alias RITA RANI PAL alias RIKTA PAL**, (PAN : BAR PP 8010 P) daughter of Late Amulya Charan Ghosh and wife of Late Chandidas Pal, residing at Ghosh Para, Boushiddhi, Diamond Harbour, 24 Pgs (S), and (3) **MENOKA DAS** (PAN : BY JPD 7254 B) daughter of Late Amulya Charan Ghosh and wife of Late Prabir Das, residing at Subhasgram Barma Colony, P.O. Subhasgram, District South 24 Parganas, hereinafter collectively referred to as "the **VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

(1) **SPARKLING HEIGHTS PVT. LTD.**, (PAN : AAUCS 3337 E) a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 53/4, P. N. Middya Road, P.S. - Belgharia, Kolkata - 700 056, represented by its Director SRI MIHIR NANDI son of Sri Rajmohan Nandi of 78, Thana Road Khardah, P.S. Khardah, 24 Parganas North, (2) **BUMPY VAYPAAR PVT. LTD.** (PAN : AACFB 8562 L) a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 53/4, P. N. Middya Road, P.S. - Belgharia, Kolkata - 700 056, represented by its Authorised Representative SRI ARINDAM MUKHERJEE son of Late Ashutosh Mukherjee, residing at RTI-36, Rabindra Nagar, P.O. - Ganganagar, P.S. - Madhyamgram, Kolkata - 700 132, and (3) **STARSTORE DEALERS PVT. LTD.** (PAN : AAUCS 2099 E) a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 27, Biplabi Trailakya Maharaj Sarani, P.S. - Hare Street, Kolkata - 700 001, represented by its Authorised Representative SRI PRADIP SARKAR son of Sri Pravil Sarkar residing at Vill Gopinallipur, P.O & P.S. Mathurapur, Dist - 24 Parganas South, hereinafter referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean

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and include its successors-in-office and/or successors-in-interest, legal authorities representatives and assigns) of the **SECOND PART**.

AND

(1) **PRASANTA MAJUMDER**, (PAN : AITPAM 2628 R) son of Late Dayananda Majumdar, residing at Malancha, P.O. - Malancha Mahinagar, Kolkata - 700 145 (2) **SHYAMAL ROY**, (PAN : AIKPR 0029 E) son of Late Gopal Krishna Roy residing at, Malancha, P.O. - Malancha Maynagarh, P.S. - Sonarpur, South 24 Parganas. (3) **BHOLA TEWARY**, (PAN : AFEPT 3547 G) son of Late Mahadeb Tewary, residing at, Malancha, P.O. - Malancha Maynagarh, P.S. - Sonarpur, South 24 Parganas and (4) **RIYAZUL MISTRY**, (PAN : AKOPM 5770 F) son of Late Faizuridin Mistry, residing at Uttar Khodher Bazar, Barupur, hereinafter collectively referred to as "the **FIRST CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, executors, successors, legal representatives, administrators and assigns) of the **THIRD PART**

AND

ALOK KUMAR DATTA, (PAN : ACOPD 9595 M) son of Late Kamal Kumar Dutta, residing at 1A/3A/2, Hazra Bagan Lane, P.S. Entally, Kolkata - 700 015, hereinafter referred to as "the **SECOND CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, legal representatives, administrators and assigns) of the **FOURTH PART**.

WHEREAS one Amulya Charan Ghosh, since deceased, had been seized and possessed of and/or otherwise fully and sufficiently entitled during his lifetime in respect of a large stretch of land admeasuring 20.5 decimal, be that a little more or less hereinafter referred to as the said "mother property" which he has acquired as a Co-sharer in respect of the 50% share of land measuring 41 Decimal more or less lying and situate at Mouza Manikpur, R. S./L. R. Dag No. 680, R. S. Khatian No. 431, J. L. No. 77, Police Station Sonarpur, District South 24-Parganas.

AND WHEREAS the said Amulya Charan Ghosh died intestate in the English Calendar year of 1968 leaving behind his wife, two sons, and

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three daughters, as his legal heirs, each of whom inherited the aforesaid 'mother property' in equal one-sixth share.

AND WHEREAS each of the said three daughters, namely Gita Ghosh, Rikta Pal alias Rita Rani Pal and Menoka Das, the Vendors hereof, became entitled to undivided one-sixth share in the said 'mother property' while each of the two sons were also entitled to undivided one-sixth share of the said property, the remaining one-sixth share having devolved upon the widow of the original owner.

AND WHEREAS after the demise of the said original owner of the mother-property, his two sons namely, Madan Ghosh and Ratan Ghosh, applied for mutation of the said 'mother-property' at the office of the Block Land & Land Revenue Officer, Sonarpur, in their names only inadvertently omitting the names of their widowed mother, Radha Rani Ghosh, and the three afore named married sisters; and as such the names of the aforesaid two sons were only recorded in the records of B.L. & L.R.O as the joint owners of the said 'mother-property'

AND WHEREAS one of the said two sons, namely, Ratan Ghosh died intestate on 04.02.1999 leaving behind his widowed mother alongwith his wife, one son and two daughters as his legal heirs to inherit together his undivided one-sixth share in the said 'mother-property', as a result whereof the mother of Ratan Ghosh, who had already acquired one-sixth undivided share in the capacity of widow of the original owner became entitled to one-fifth share of the 'mother-property' with the addition of one-thirtieth share thereof devolving from her deceased son.

AND WHEREAS the widow of the original owner, namely, Radha Rani
tihosh, thereafter expired intestate on 24.09.2003, leaving behind her
surviving her one son, three daughters and the children of the
predeceased son as her legal heirs to inherit the said undivided one-fifth
share in the said 'mother-property'.

AND WHEREAS at the demise of the said Radha Rani Ghosh, each of her three daughters became further entitled to undivided one-fifth part of their mother's one-fifth share which has been the undivided one-twentyfifth share in the said 'mother property', as a result whereof each

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of the aforesaid daughters, being the Vendors No.1, No.2 & No.3 hereof, has actually acquired undivided thirty one by one hundred fiftyeth share of the 'mother-property', being one-sixth of their own as aforesaid togetherwith one-twenty-fifth each from their deceased mother; and the said Vendors together thus became entitled to the undivided thirty one by fiftyeth share of the mother property amongst them, which is equivalent to 12.71 decimal of undivided land approximately out of the said 20.5 decimal 'mother-property'.

AND WHEREAS in view of the mutation as recorded at the office of the B.L. & L.R.O. in the respect of the 'mother property' and in pursuance of mutual arrangement and/or agreement between the concerned parties on the basis of such records of rights, the said Madan Ghosh executed a Deed of Sale on 13.08.2007 in favour of Aloke Kumar Dutta, the Fourth Party and/or the Second Confirming Party hereof, whereby 10.25 decimal of land out of the said mother-property, apparently being equivalent to undivided one-half share of right title and interest in the 'mother-property' was sought to be transferred to the said Aloke Kumar Dutta, the parties to the said indenture being carelessly ignorant of the fact that Madan Chandra Ghosh was not legally entitled to transfer more than 4.24 decimal of land approximately, being undivided thirty-one by one hundred fiftyeth share of the said transfer in the 'mother-property', which he actually acquired according to the provisions of Hindu Law of Succession.

AND WHEREAS the aforesaid instrument of transfer though not lawfully correct in so far as permissible and transferable land-area was concerned, was however registered at the office of the District Sub-Registrar-IV, Alipore, South 24 Parganas entering the same in Book I-C.D.-Volume No. 4, pages from 274' to 2759, being No. 01476 for the year 2000.

AND WHEREAS in view of the aforementioned mutation in respect of the 'mother-property' and in pursuance of similar mutual arrangement and/or agreement between the concerned parties on the basis of such records of rights, the said legal heirs of Late Ratan Ghosh together

(Signature) *Shyam Singh* *Shyam Singh* *Shyam Singh*
Shyam Singh *B. Datta* *B. Datta*

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executed another Deed of Sale on 12.10.2007 in favour of Aloke Kumar Dutta, the Fourth Party and/or the Secnd Confirming Party hereof, whereby the remaining 10.25 decimal of land out of the said 'mother Property', apparently being equivalent to the rest undivided one-half share of right title and interest in the 'mother-property', was also sought to be transferred to said Aloke Kumar Dutta, the parties to the indenture being carelessly ignorant of the fact that the said legal heirs of Late Raton Ghosh, were not legally entitled to transfer more than 3.55 decimal of land approximately, being the undivided thirteen by seventy fifth share of the said transfors in the 'mother-property' which they combindly acquired according to the provisions of Hindu Law of Succession.

AND WHEREAS the aforesaid instruments of transfer, though no lawfully correct in so far as permissible and/or transferable land-area was concerned, was however registered at the office of A.O.S.R. Sonarepur entering the same in Book No. I, C.D. Volume No. 12, pages from 2809 to 2828, being No. 04120 for the year 2009.

AND WHEREAS upon making such purported purchase, whereby the mother property was sought to be transferred in its entirety unto and in favour of Aloke Kumar Dutta, the said purchaser applied for mutating his name in respect of the whole of the land comprised in the 'mother-property' presenting the aforesaid two registered instruments of transfer, and the office of the B.L. & L.R.O also mutated the name of the said Aloke Kumar Dutta in the office record of rights on the basis of the said purported instruments.

AND WHEREAS inspit of such mutation in the manner as aforesaid, the fact remains that an undemarcated stretch of 12.71 decimal of land approximately out of the said 'mother-property', being the combined undivided shares of right title and interest of the three daughters of the Late Amulya Charan Ghosh in the said ancestral 'mother-property', did not and could not pass unto the said Aloke Kumar Dutta under the statutory provisions of law, but still remains with the said three daughters, being the Vendors hereof.

Chittaranjan Ghosh

Sugan Ghosh

Mita Majhi

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AND WHEREAS the Vendors hereof being now desirous of disposing of their aforesaid undivided share, and the Purchasers hereof, being desirous of purchasing the said 'mother-property' in its entirety, approached the Vendors proposing to purchase their shares for valuable consideration.

AND WHEREAS before being approached by the Purchasers hereof, the Vendors had entered into an agreement for sale of their aforesaid undivided share in the 'mother property', being equivalent to 12.71 decimal of the said land approximately, with the Third Party and/or the First Confirming Party hereof on or about February 18, 2014.

AND WHEREAS upon knowing the Purchasers desire to acquire the whole of the 'mother-property' comprising 20.5 decimal of land for which the purchasers have in the meantime negotiated and almost finalized their deal with the present recorded owners of the undemarcated balance portion of the said land, both the Vendors hereof and their intending transferees, being the Third Party/First Confirming Party hereof, agreed and gave their respective consents in the matter of transfer of the said 12.71 decimal approximately of undemarcated land of the Vendors unto and in favour of the Purchasers to this indenture provided the Purchasers pay off an amount of Rs. 4 Lakhs directly to the said Third Party/First Confirming Party out of the agreed consideration amount payable by the Purchasers to the Vendors to which the Vendors have accorded their fullest consent and the Third Party hereof have also given consent to such mutual arrangement and/or agreement thereby confirming to the effect that none of the said parties of Third Part hereof shall raise any objection to the sale as is being made hereby in any manner whatsoever at any time hereafter.

AND WHEREAS the Purchasers hereof having approached the Vendors to take over their combined undivided 12.71 decimal of land approximately in the 'mother-property' in accordance with the established principle of lawful procedure, and the Vendors hereof having agreed to transfer their lawful share in the said property which still exists with them subject to

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the aforesaid payment to First Confirming Party which the Second Confirming Party the said Aloke Kumar Dutta, despite becoming the recorded owner in the records of B.L. & L.R.O in the manner as aforesaid, has now gracefully accepted the factual as well as legal position regarding the intended transfer by the Vendors to the Purchasers hereof against valuable consideration.

AND WHEREAS in view of the fact that the name of Aloke Kumar Dutta has already been recorded as the owner of the whole of the 'mother-property' on the basis of the two apparently incorrect instruments of transfer, the said Aloke Kumar Dutta has also agreed to join this Indenture as a necessary party for confirming the transfer hereby intended to be made by the Vendors unto and in favour of the Purchasers herein without raising any claim or demand in respect of the said undivided and undemarcated 12.71 decimal of land approximately (hereinafter referred to as the "**Said Property**") which has been more fully and particularly described in the Schedule herebelow.

- A. The Vendors and Confirming Parties herein have held out, warranted, assured and represented before the Purchasers, as follows:-

 - i. That the Vendors are legal owners of the said Property and that no person or persons has/have ever claimed title or ownership of the said Property or any part thereof adversely to the Vendors;
 - ii. That no part or portion of the said Property has ever been vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other Act or statute applicable to the said Property nor is there any case pending under such Acts or Statutes;
 - iii. That the Vendors never held nor hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other Act or statute applicable to the said Property and

any other Act or statute applicable to the said Property and
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that the Vendors have not done anything in violation or contravention of the West Bengal Land Reforms Act, 1955 or any other Act or statute applicable to the said Property;

- iv. That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;
 - v. That no declaration has been made or notification published for acquisition or requisition of the said Property;
 - vi. That said Property or any portion thereof is neither under the Land Acquisition Act nor any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or case whatsoever;
 - vii. That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever,
 - viii. That there is no impediment or restriction under any law for the time being in force on the Vendors which prevent or restrict the Vendors from selling conveying and transferring the said Property or any portion thereof unto and in favour of the Purchasers;
 - ix. That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof is pending and that no person has ever claimed any right title interest or possession of any and every nature whatsoever in or in respect of the said Property or any part

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May 17th Dr. Tracy

- xiii. That no document judgment or any other order is in force as on date affecting the said Property or any part thereof nor is the said Property or any part thereof vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;
- xiv. That the Vendors have not done anything whereby the rights title or interest of the Vendors in the said Property or any part thereof could have been encumbered impeached challenged or disputed excepting the specific encumbrance mentioned herein which has been duly taken care of by the parties for removal thereof;
- xv. That by the aforesaid two Deeds the Fourth Party/Second Confirming Party hereof has been entitled to only undivided fifty seven by one hundred fiftyeth share in the Mother Property, being equivalent to 7.79 decimal of land approximately comprised in R.S./L.R Dag No. 680, recorded in L.R. Khatian Nos. Kri. 544 and 616, corresponding to L.R. Khatian No. 1434, Mouza Manikpur, J.L. No.77, Police Station Sonarpur, District South 24 Parganas and not the whole of the Mother Property, and the Vendors were and are the joint and absolute owners of the said schedule Property, hereby intended to be conveyed, to the exclusion of any other person including the Confirming Parties hereof and as such the said Confirming Parties are joining this Indenture to confirm their approval in the matter of such sale by the Vendors in favour of the Purchasers.

- B. That the Purchasers relying on the aforesaid representations and assurances of the Vendors and on the approval and consent of the Confirming Parties and believing the same to be true and correct and acting on the faith thereof have agreed to purchase and the Vendors have agreed to sell ALL THAT piece and parcel of land measuring 12.71 decimals more or less, comprised in R.S./L.R Dag No. 680, recorded in R.S. Khatian No. 431, Mouza Manikpur, J.L.

12.71 431 मनिकपुर ज.ल. नं. 680
M. N. D. S. 12.71 431 मनिकपुर ज.ल. नं. 680
Ch. 12.71 431 मनिकपुर ज.ल. नं. 680
D. N. D. S. 12.71 431 मनिकपुर ज.ल. नं. 680
A. N. D. S. 12.71 431 मनिकपुर ज.ल. नं. 680
B. N. D. S. 12.71 431 मनिकपुर ज.ल. नं. 680

No.77, Police Station Senarpur, District South 24 Parganas together-with all other easements and/or facilities attached thereto including the right of access to the said land in common and herein referred to as the 'said Property' at or for a total consideration of Rs. 10,00,000/- (Rupees Ten Lakhs Only) only free from all encumbrances and liabilities whatsoever.

- c. That out the total amount of consideration as agreed by an between the parties, the Vendors have received a sum of Rs. 6,00,000/- (Rupees Six Lakhs Only) and the First Confirming Party have received Rs. 4,00,000/- (Rupees Four Lakhs Only) from the Purchasers. Accordingly all sums payable to the Vendors and Confirming Parties have been duly paid and no further amount is payable to the Vendors and Confirming Parties. The Vendors and Confirming Parties have put the Purchasers in Khas, peaceful, vacant and physical possession of the said Property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) out of which Rs. 6,00,000/- (Rupees Six Lacs Only) paid to the Vendors and Rs. 4,00,000/- (Rupees Four Lakhs Only) paid to the First Confirming Party by the Purchasers at or before the execution of these presents (the receipt whereof the Vendors and the First Confirming Party do and each of them doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchasers as well as the said Property hereby sold, conveyed and transferred and every part thereof) the Vendors with the consent and concurrence of the Confirming Parties herein do and each of them doth hereby grant, sell, convey, transfer, assign, and assure unto and in favour of the Purchasers ALL THAT piece and parcel of undivided Sali land measuring about 12.71 decimals comprised in R.S./L.R. Dag No. 680 recorded in R.S. Khatian No. 431, lying and situate at Mouza Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas togetherwith all other easements and/or facilities

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No.77, Police Station Sonarpur, District South 24 Parganas together-with all other easements and/or facilities attached thereto including the right of access to the said land in common and herein referred to as the 'said Property' at or for a total consideration of Rs. 10,00,000/- (Rupees Ten Lakhs Only) only free from all encumbrances and liabilities whatsoever.

- C. That out the total amount of consideration as agreed by an between the parties, the Vendors have received a sum of Rs. 6,00,000/- (Rupees Six Lakhs Only) and the First Confirming Party have received Rs. 4,00,000/- (Rupees Four Lakhs Only) from the Purchasers. Accordingly all sums payable to the Vendors and Confirming Parties have been duly paid and no further amount is payable to the Vendors and Confirming Parties. The Vendors and Confirming Parties have put the Purchasers in Khas, peaceful, vacant and physical possession of the said Property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) out of which Rs. 6,00,000/- (Rupees Six Lacs Only) paid to the Vendors and Rs. 4,00,000/- (Rupees Four Lakhs Only) paid to the First Confirming Party by the Purchasers at or before the execution of these presents (the receipt wherof the Vendors and the First Confirming Party do and each of them doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchasers as well as the said Property hereby sold, conveyed and transferred and every part thereof) the Vendors with the consent and concurrence of the Confirming Parties herein do and each of them doth hereby grant, sell, convey, transfer, assign, and assure unto and in favour of the Purchasers ALL THAT piece and parcel of undivided Sali land measuring about 12.71 decimals, comprised in R.S./L.R. Dag No. 680, recorded in R.S. Khatian No. 431, lying and situate at Mouza Manikpur, J.L. No.77, Police Station Sonarpur, District South 24 Parganas togetherwith all other easements and/or facilities

attached thereto including the right of access to the said land more particularly described in Schedule hereunder written and herein referred to as the "**said Property**" TOGETHERWITH all other easement rights including the right of ingress and egress and the compound and appurtenances belonging thereto OR HOWSOEVER OTHERWISE the said Property or any part thereof now are or is or at any time or times heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all paths, passages, waters, water-courses, sewers, drains and all manner of former and other lights, rights, libertics, easements, privileges, emoluments, advantages, appendages and appurtenances whatsoever to the said Property belonging or in anywise appertaining or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions, remainder or reminders AND all the rents, issues and profits thereof AND all and every part thereof AND all the legal incidence thereof AND all the estate, right, title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendors into upon or in respect of the said Property and every part thereof hereby granted and transferred AND all deeds, patahs, muniments, writing and evidences of title which in anywise relating to the said Property or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Property AND the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be together with right of ingress and egress and all other rights, interests, members and appurtenances belonging thereto and every part thereof unto and to the use of the Purchasers absolutely and forever free from all mortgages, charges, liens, lis pendens, encumbrances and liabilities whatsoever.

THE VENDORS AND THE CONFIRMING PARTIES DO AND EACH OF
THEM DOTH HEREBY COVENANT WITH THE PURCHASERS:

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Sept. 14, 1911

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors and the Confirming Parties made, done, committed or knowingly or willingly suffered to the contrary, the Vendors are absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said schedule Property in its entirety free from all encumbrances and liabilities whatsoever.
- b) That the Vendors have good right full power, absolute authority and indeleasible title to grant, sell, convey, transfer, assign and assure the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid according to the true intent and meaning of these presentis free from all encumbrances and liabilities whatsoever and the Confirming Parties accord their consent.
- c) That the transfer being effected by this Conveyance is subject to indemnification by the Vendors and the Confirming Parties about the correctness of Vendors' title and authority to sell as also the representations and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors and the Confirming Parties, which if found defective or untrue at any time, the Vendors and the Confirming Parties shall, at their own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- d) That the Vendors shall remain liable for all rents, rates, taxes and all other outgoings and impositions payable in respect of the said Property upto the date of these presents and the Vendors shall at all time keep the Purchasers saved, harmless and indemnified against any loss or damages if suffered by any claim of any person or persons or parties in respect of the said Property and the Confirming Parties confirm the same.
- e) That the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold, possess

CONSIDERED THIS 25TH DAY OF MAY 2012
P. K. SINGH & CO. PVT. LTD.

MILITARY MARK

N. J. Dinesh Singh B. Singh B.

and enjoy the said Property hereby granted, sold, conveyed and transferred and receive and enjoy the rents issues and profits thereof and every part thereof without any lawful let, suit, trouble, hindrance, eviction, interruption, disturbance, claim and demand whatsoever from or by the Vendors and the Confirming Parties or any other person or persons lawfully or equitably claiming from through under or in trust for the Venders and the Confirming Parties.

- i) That the said Property benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lis pendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands 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 Confirming Parties confirm the same.
- ii) That free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by the Vendors and at the cost and expenses of the Vendors well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, lis pendens, debts, attachments (including attachment under any certificate case or proceedings) executions, encumbrances and liabilities whatsoever made or suffered by the Vendors and the Confirming Parties confirm the same.
- iii) That the Vendors and the Confirming Parties do and each of them doth hereby further covenant with the Purchasers and declare that no notice has been served upon the Vendors for acquisition and/or

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requisition of the said Property or any part thereof and that the said Property or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceeding is pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said Property or any part thereof or for any other reason.

- i) The Vendors and the Confirming Parties do and each of them doth hereby further covenant with the Purchasers that the Vendors and the Confirming Parties have or hath not at any time done, executed or performed or suffered to the contrary or have not been party or privy to any act, deed, matter or thing whereby or by reason or by means whereof the said Property or any part thereof is or are or may be impeached, charged encumbered or affected whereby the Vendors may be prevented from conveying the said Property in the manner aforesaid.
- j) Further the Vendors and all persons having or lawful or equitably claiming estates, rights, title, interest, Property claim and demand whatsoever into or upon the said Property hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchasers and/or their successor or successors, executors, administrators, legal representative and/or assigns, make, do, acknowledge and execute or cause to be made, done, acknowledged and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly, effectually or satisfactorily granting transferring and assuring the said Property and every part and parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required and the Confirming Parties confirm the same.
- k) The Second Confirming Party hereby declares and confirms that by the aforesaid two conveyances the said Confirming Party has become owner only in respect of the undivided share of property to

*Mr. B. N. A.
A. T. P. S. & Co. Ltd.
G. B. & J. M. D.
B.*

the extent of 7.79 Decimal of land out of the Mother Property and not of the said Property, which has been described in the Schedule hereunder written in respect whereof the rights, title and interests rest of the Venders only.

- i) Both the Confirming Parties declare and confirm that they do not have any right, title and interest of any and every nature whatsoever in the said Property, which is being sold by virtue of this instrument.
 - ii) The Confirming Parties have neither created any third party interest of any nature whatsoever in the said Property nor have in any manner whatsoever, dealt with and/or encumbered the right, title and interest of the Confirming Parties in the said Property and all benefits, rights and properties hereby conveyed.
 - iii) The Vendors and Confirming Parties hereby agree to keep the Purchasers saved, harmless and indemnified in respect of any loss, damage or proceedings suffered by the Purchasers on account of any of the representations and/or assurances given by them being found to be incorrect.

AND THE VENDORS AND THE CONFIRMING PARTIES DO AND EACH
OF THEM DOTH HEREBY FURTHER DECLARE AND ASSURE THE
PURCHASERS as follows:

1. **THAT** the Vendors and Confirming Parties shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchasers herein from time to time for having the name of the Purchasers mutated in respect of the said Property hereby sold and conveyed.
 2. **THAT** the Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendors hereby expressly (1) give consent to the same and (2) appoint the Purchasers as the

consent to the same and (2) appoint the Purchasers
as lessees at the rate of \$1.00 per month.

ansers as the
pal ~~W. Day Jr.~~

constituted attorneys 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 co-operate with the Purchasers in all respect to cause mutation of the said Property in the names of the Purchasers and in this regards the Vendors shall sign all documents and papers as required by the Purchasers and the Confirming Parties confirm the same.

3. **THAT** the Confirming Parties declare that Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Confirming Parties hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorneys of the Confirming Parties 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 Confirming Parties undertake to co-operate with the Purchasers in all respect to cause mutation of the said Property in the names of the Purchasers and in this regards the Confirming Parties shall sign all documents and papers as required by the Purchasers.

THE SCHEDULE ABOVE REFERRED TO

(the Property sold herewith)

ALL THAT piece and parcel of undivided Sali land measuring an area of 12.71 decimals be that a little more or less out of 20.5 Decimal being the undivided half share of 41 Decimal comprised in R.S./L.R Dag No. 680, recorded in R.S. Khatian No. 431, L.R. Khatian No. 1434, lying and situate at Mouza Manikpur, J.L. No.77, Police Station Sonarpur, District South 24 Parganas, the entire area of 41 Decimal under Dag no. 680 being delineated in the map or plan hereto annexed and thereon bordered

RED.

Chattogram 21st May 1972
Rita Pal
Mitali No. 61

Chattogram

21st May 1972 B

IN WITNESS WHEREOF the Parties hereto have herein set and
subscribed their respective hands and seals the day, month and year
first above written

SIGNED SEALED AND DELIVERED by the
VENDORS At Kolkata in the presence of :-

1. Arifel Das
Nikas Gagan Roma colony
Kol- 700147

2. A. K. Choudhury
87, Bhubaneswar Rd.
KOL- 700001

নির্বাচিত

Rita Das
Rita Paripadai
Rita Par

কলকাতা

(VENDORS)

SIGNED SEALED AND DELIVERED by the
PURCHASERS At Kolkata in the presence of :-

1. Arifel Das

Sparkling Heights Pvt. Ltd.

Milir Nandy

Director/Authorised Signatory

2. A. K. Choudhury

Bumpy Waystar Pvt. Ltd.

Ardam Mukherjee

Authorized Representative

STARSTORE DEALERS PVT. LTD.

Pradipta Sarker

Authorized Representative

(PURCHASERS)

SIGNED SEALED AND DELIVERED by the
FIRST CONFIRMING PARTIES At Kolkata
in the presence of :-

1. Mejid D. S.
Sukkur General Garage Estdby
Kot 7xx/17

in jnd

Eugene Ray

2. A. C. Chaudhury

Ramkumar

Pragya Misra

(FIRST CONFIRMING PARTIES)

SIGNED SEALED AND DELIVERED by the
SECOND CONFIRMING PARTY At Kolkata
in the presence of

1. Mejid D. S.

Hokumal Datta

(SECOND CONFIRMING PARTY)

Drafted by
Dabashita S. Upadhyay
Advocate, High Court, Calcutta
W.B. 284 Q. 2002

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 6,00,000/- (Rupees Six Lacs Only) being the full amount of the consideration money receivable by us under this Indenture as per Memo of Consideration below:

MEMO OF CONSIDERATION

Paid by SPARKLING HEIGHTS PVT. LTD.

Date	Draft No.	Bank name	Amount	Amount Paid to
22.04.2014	000295	HDFC Bank	66,667/-	Gita Ghosh
22.04.2014	000294	HDFC Bank	66,667/-	Rita Rani Pal
22.04.2014	000296	HDFC Bank	66,666/-	Manoka Das
Total			<u>2,00,000/-</u>	

Paid by BUMPY VAYPAAR PVT. LTD.

Date	Draft No.	Bank name	Amount	Amount Paid to
23.04.2014	000308	HDFC Bank	66,666/-	Gita Ghosh
23.04.2014	000309	HDFC Bank	66,667/-	Rita Rani Pal
23.04.2014	000307	HDFC Bank	66,667/-	Manoka Das
Total			<u>2,00,000/-</u>	

Paid by STARSTORE DEALERS PVT. LTD.

Date	Draft No.	Bank name	Amount	Amount Paid to
22.04.2014	000297	HDFC Bank	66,667/-	Gita Ghosh
22.04.2014	000299	HDFC Bank	66,666/-	Rita Rani Pal
22.04.2014	000298	HDFC Bank	66,667/-	Manoka Das
Total			<u>2,00,000/-</u>	
Grand Total			<u>6,00,000/-</u>	

(Rupees Six Lacs only)

WITNESSES :

1. *Anup Dasi*

*Rita Rani Pal alias
Rita Rani Pal alias
Rita Rani Pal alias*

Shrikant Dasi

মেনকা দাস

[VENDORS]

RECEIVED of and from the within-named Purchasers the within mentioned sum of Rs. 4,00,000/- (Rupees Four Lacs Only) only being the full amount of the consideration money receivable by us under this Indenture as per Memo of Consideration below:

MEMO OF CONSIDERATION

Paid by SPARKLING HEIGHTS PVT. LTD.

Date	Draft No.	Bank name	Amount	Amount Paid to
22.04.2014	000302	HDFC Bank	33,333/-	Prasanta Majumder
22.04.2014	000310	HDFC Bank	33,333/-	Riyazul Mistry
22.04.2014	000304	HDFC Bank	33,333/-	Bholu Tewary
22.04.2014	000301	HDFC Bank	33,334/-	Shyamal Roy
	Total		1,33,333/-	

Paid by BUMPY VAYPAAR PVT. LTD.

Date	Draft No.	Bank name	Amount	Amount Paid to
23.04.2014	000311	HDFC Bank	33,333/-	Prasanta Majumder
23.04.2014	000310	HDFC Bank	33,333/-	Riyazul Mistry
23.04.2014	000313	HDFC Bank	33,334/-	Bholu Tewary
23.04.2014	000312	HDFC Bank	33,333/-	Shyamal Roy
			1,33,333/-	

Paid by STARSTORE DEALERS PVT. LTD.

Date	Draft No.	Bank name	Amount	Amt. Paid to
22.04.2014	000306	HDFC Bank	33,334/-	Prasanta Majumder
23.04.2014	000314	HDFC Bank	33,334/-	Riyazul Mistry
22.04.2014	000303	HDFC Bank	33,333/-	Bholu Tewary
22.04.2014	000305	HDFC Bank	33,333/-	Shyamal Roy
			1,33,334/-	
	Grand Total		1,00,000/-	

(Rupees Four Lacs only)

WITNESSES :

1. Riyazul Mistry

Riyazul Mistry
signed By
Bholu Tewary

Prasanta Majumder

Riyazul Mistry

FIRST CONFIRMING PARTIES

SALE DEED PLAN

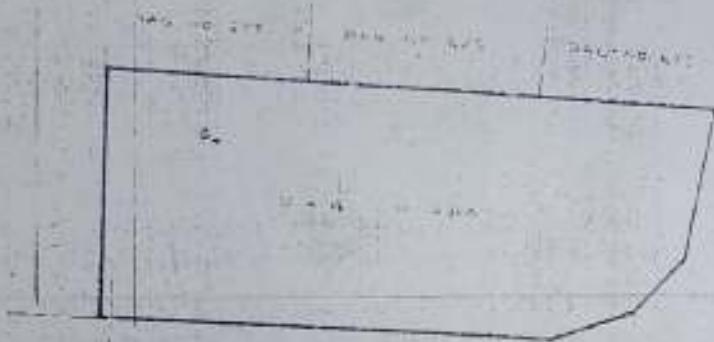
OF MOUZA - MANIKPUR, J.L. NO. 77, R.S. KHATIAN
NO. 431, L.R. KHATIAN NO. 1434, R.S. & L.R. DAG
NO. 680, P.S. - SONARPUR, DIST. - 24 PARGANAS (S),

TOTAL DAG AREA 41 DECIMAL SHOWN IN RED BORDER

SQ. D AREA : 12.71 DECIMAL OUT OF 41 DECIMAL NOT TO SCALE

N

4



100' X 250'

Ram Pal alias
Ran Ran Pal alias
Tripti Pal

Chetna TPS

Sparkling Heights Pvt. Ltd

Mr. Naveen

Director / Authorized Signatory

Bumpy Vaypear Pvt. Ltd
Abidane Musheeq

Authorized Representative

STARSTORE DEALERS PVT. LTD.

Qazi Syed Saeed

Authorized Representative

VENDOR

PURCHASERS

Surajit
Surajit Ray
Surajit Debnath
Surajit Debnath
CONFIRMING PARTY

Ash Kumar Datta

SALE DEED PLAN

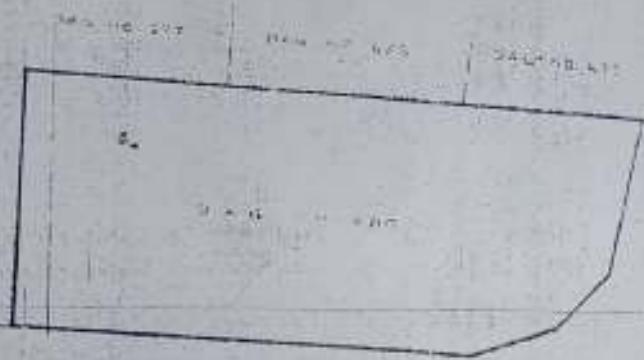
OF MOUZA - MANIKPUR, J.L. NO. 77, R.S. KHATIAN
NO. 431, L.R. KHATIAN NO. 1434, R.S. & L.R. DAG
NO. 680, P.S. - SONARPUR, DIST. - 24 PARGANAS (S),

TOTAL DAG AREA 41 DECIMAL SHOWN IN RED BORDER

SOLD AREA : 12.71 DECIMAL OUT OF 41 DECIMAL NOT TO SCALE

N

4



পুরন্তর

Ram Pal Singh
Raja Ram Singh
Rajendra Pal

মুকুতা চান্দ

Sparkling Heights Pvt. Ltd

Milind Narkar

Director / Authorised Signatory

Bumpy Vaypear Pvt. Ltd

Akshay Mehta

Authorised Representative

STARSTORE DEALERS PVT. LTD.

Anandip Saini

Authorised Representative

VENDOR

PURCHASERS

Mapit

Imperial Roy

Shiva Kumar

Wijayesh Mishra

Mr. Krunchi Datta

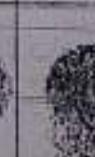
CONFIRMING PARTY

SPECIMEN FORM FOR TEN FINGERPRINTS

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand				

Imprint
Imprints

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Swami Raj

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Shah Zay

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Shah Zay

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Mr. Mihir
Sparkle Heights Pvt. Ltd.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Avinash Mukherjee

Mr. Avinash Mukherjee
Authorized Representative

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



STARSTORE DEALERS PVT LTD.

Rakesh Saini
Authorized Representative

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Government Of West Bengal

Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : 1 - 03095 of 2014

(Serial No. 03174 of 2014 and Query No. 1604L000006479 of 2014)

Presented for registration at 22.30 hrs on 23/04/2014, at the Private residence by Mihir Nandi , one of the Claimants.

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

Execution is admitted on 23/04/2014 by

1. Manika Das, daughter of Late Amulya Charan Ghosh , Subhas Gram Barma Colony, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Gita Ghosh, daughter of Late Amulya Charan Ghosh , Boushiddhi, Thana:-Diamond Harbour, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
3. Rita Pal Alias Rita Rani Pal @ Rikta Pal, daughter of Late Amulya Charan Ghosh , Ghosh Para Boushiddhi, Thana:-Diamond Harbour, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
4. Prasanta Majumder, son of Late Dayananda Majumder , Malancha, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145, By Caste Hindu, By Profession : Others
5. Shyamal Roy, son of Late Gopal Krishna Roy , Malancha, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
6. Bhola Tewary, son of Late Mahadeb Tewary , Malancha, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
7. Riyazul Mistry, son of Late Falzuddin Mistry , Uttar Khudhar Bazar Baruipur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Others
8. Alok Kumar Datta, son of Late Kamal Kr Dutta , 1a/3a/2 Hazra Bagan Lane, Thana:-Entally, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Muslim, By Profession : Others
9. Mihir Nandi
Director, Soparkling Heightz Pvt Ltd, 53/4 Middya Rd, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700056.
By Profession : Others
10. Arindam Mukherjee
Authorised Representative, Bumpy Vaypaar Pvt. Ltd., 53/4 A/P, Middya Rd, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700056.
By Profession : Others



DISTRICT SUB-REGISTRAR-IV

(Tridip Misra)



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 03095 of 2014
(Serial No. 03174 of 2014 and Query No. 1604L000006479 of 2014)

11. Pradip Sarkar

Authorized Representative, Starstore Dealers Pvt Ltd, 27 Biplobi Trilokya Mahadev Sarani,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Others

Identified By Avijit Das, son of Late Prabir Das, Subhasgram Barma Colony, Thane:-Baruipur,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700147, By Caste: Hindu, By Profession:
Service.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 28/04/2014

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, 4 of Indian Stamp Act 1899.

Payment of Fees

Amount by Draft

Rs. 21650/- is paid , by the draft number 863064, Draft Date 23/04/2014, Bank Name State Bank of
India, NETAJI SUBHAS ROAD BR., received on 28/04/2014

(Under Article : A(1) = 21604/- ,E = 7/- ,H = 28/- ,M(b) = 4/- ,Excess amount = 7/- on 28/04/2014)

Certificate of Market Value (W.B.P.U.V.I Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-19,54,271/-

Certified that the required stamp duty of this document is Rs.- 117866/- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 117770/- is paid , by the draft number 863062, Draft Date 23/04/2014, Bank :
State Bank of India, NETAJI SUBHAS ROAD BR., received on 28/04/2014

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

28/04/2014