

4903

1960/10



भारतीय गैर न्यायिक

ARA-II

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

Handwritten signature and text: *मूल १५०० रु २२/१०*  
*m.r. 1629453*

G 344539

Noted that the Document is submitted to  
 Registration Office and the Signature Sheet and the  
 Stamp and Fee are affixed to this document  
 on the date mentioned above.



24-4-10  
 Registrar of Assurances, II, Kolkata

Handwritten signature and text: *मूल १५०० रु २२/१०*  
*m.r. 1629453*

THIS DEED OF CONVEYANCE made this 24<sup>th</sup> day of April Two Thousand Ten  
 BETWEEN VINOD KUMAR JAISWAL son of Late Tribeni Prasad Jaiswal, residing at Atghara,  
 Police Station-Rajarhat, District-North 24-Parganas, by faith Hindu, hereinafter referred to as

statute applicable to the said Property nor is there any case pending under such  
 Acts or Statutes;

112-90-5

Sarangi & Co Advocates  
47 & 48, Jawahar Chambers  
7B, K.S. Roy Road  
Kolkata - 700031

NAME  
ADD  
LS

8 DEC 2009

SURANJAN MUKHERJEE  
Masthead Street, Vardya  
K. S. Roy

Identified by me  
Nandini Mahato  
No. late Nandini Mahato  
7B, K.S. Roy Road  
P.S. Hare Street  
Kolkata - 700007  
Occupation - Service

Additional Ex:  
Assurance II, K.S.  
24 APR 2010



"the **"VENDOR"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives successors executors and administrators) of the **ONE PART AND SUPERIOR VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata - 700059, represented by its **Authorised Signatory, Mr.Sunil Kumar Loharuka** son of Late Ram Bhagat Loharuka and residing No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata - 700059, hereinafter referred to as "the **PURCHASER"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors in office and/or assigns) of the **OTHER PART:**

**WHEREAS:**

- A. The Vendor herein has held out, represented before and assured the Purchaser, inter alia, as follows:
- i) One Golam Nabi Tarafdar was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner/raiyat amongst other Properties, to **ALL THAT** the piece or parcel of "Sali" land containing an area of **07 Decimals** more or less, situate lying at comprised in and being the entirety of **R.S. & L.R. Dag No.531**, recorded in **L.R.Khatian No.325**, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, morefully described in the **SCHEDULE** hereunder written (and hereinafter referred to as "the **SAID PROPERTY"**);
  - ii) That under and by virtue of a Deed of Sale dated 24<sup>th</sup> May 2007 and registered in the office of Additional Registrar of Assurances-II, Kolkata and recorded in Book No.I CD Volume No.13 Pages 2051 to 2061 Being No.04529 for the year 2010 the said Golam Nabi Tarafdar for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Vinod Kumar Jaiswal being the Vendor herein **ALL THAT** the said Property, being the entirety of R.S. & L.R. Dag No.531, absolutely and forever.
  - iii) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
  - iv) That the Vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendor has been using the same for their personal use and cultivation;
  - v) That the Vendor has duly made payment of the Khajana in respect of the said Property;
  - vi) That no part or portion of the said Property has ever 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;

- vii) That the Vendor never held nor holds 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, nor did the predecessors-in-title or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- viii) 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;
- ix) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or 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;
- x) 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 and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xi) That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the said Property and/or their respective portions thereof unto and in favour of the Purchaser.
- xii) 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 has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person can claim any right title or interest whatsoever in the said Property or any part thereof.
- xiii) That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

B. The Vendor, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure the said Property to the Purchaser and relying on,



amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the said Property from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

- C. The Purchaser has at or before execution of this deed of sale paid to the Vendor the entire amount of the said mutually agreed consideration and have called upon the Vendor to grant this conveyance in favour of the Purchaser.

**I. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.12,70,500/=** (Rupees twelve lacs seventy thousand five hundred) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** the said Property, fully described in the **SCHEDULE** hereunder written, **and** all ownership share portions rights title and interest therein of the Vendor and/or his predecessors in title with all ownership rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendor in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.



II. **THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** 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 whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties 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 lispendens 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 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.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive 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 having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and



execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

- (vii) **AND THAT** the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or his agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Parcha and those heretofore recited, which have not been expressly delivered by the Vendor to the Purchaser, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.
- (viii) **AND THAT** the Vendors have requested and requisitioned the Purchaser to make payment of the part / entire consideration in cash and accordingly at such request of the Vendor, the Purchaser have made payment of the part / entire consideration in cash to the Vendor, if and as per memo written hereinbelow.
- (ix) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendor to the said Property or any part or portion thereof or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchaser being found to be untrue, incorrect, false or misleading.

**III. AND THE VENDOR DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER** as follows:

- i) **THAT** the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchaser and the Vendor shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof;
- ii) **AND THAT** the said Property is under the Vendor's own direct cultivation and that there is no Bargadar or Bhag Chasi in the said Property or any part thereof;
- iii) **AND THAT** the Vendor had first offered the said Property to the contiguous owners of the said plots of land and that upon their refusal to purchase the same, the Vendor herein has approached and negotiated with the Purchaser herein for the sale and transfer of the said Property to the Purchaser. The Vendor doth hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims,

demands, injury, loss or any other harmful action against the Purchaser by any person claiming any right on the said Property.

(v) **AND THAT** the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said Property hereby sold and conveyed;

**THE SCHEDULE ABOVE REFERRED TO:**  
(said Property)

**ALL THAT** the piece or parcel of land, recorded as "Sali", containing an area of **07 Sataks** more or less, situate lying at comprised in and being the entirety of R.S. & L.R. Dag No.531, recorded in **L.R.Khatian No.325**, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur Municipality, Ward No.9.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**IN WITNESS WHEREOF** the Vendors hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED** by the  
withinnamed **VENDOR** at Kolkata:

1. *Surajit Sen*

2. *Akhlesh Ma*

*Unirul Kuma Jaiswal*

**SIGNED SEALED AND DELIVERED** by the  
withinnamed **PURCHASER** at Kolkata:



**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** of and from the withinnamed Purchaser the withinmentioned sum of **Rs.12,70,500/=** (Rupees twelve lacs seventy thousand five hundred) only being the consideration in full payable under these presents as per memo written hereinbelow:

**MEMO OF CONSIDERATION:**

1. By Pay Order No.801437 dated 22<sup>nd</sup> April 2010 on The Royal Bank of Scotland N.V. CD-16, Sector 1, Salt Lake City, Kolkata - 700 064, India, favouring the **Vendor** for...

Rs.12,70,500/=Rs.12,70,500/=

Vinod Kumar Jaiswal


**WITNESSES**

1. Sudipt Sen  
T13, Kivan Sankar Roy Rd. Kol-1.
2. Akhilesh Jha  
78, K.S. Ray Road Kolkata 700001

Drafted By:

Akhayesh Kumar  
Advocate, High Court, Calcutta

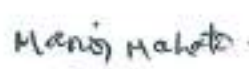
Government of West Bengal  
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
 Office of the A. R. A. - II KOLKATA, District- Kolkata  
 Requests / 137 Sheet of Serial No. 03960 / 2010, Deed No. (Book - Y , 04903/2010)  
 Requests of the Executaria,

Name of the Proprietor	Signature with date
Vinod K. Jitwal	 24/04/10

1. Signature of the person(s) admitting the execution at Office.

Sl No. Admissions of Execution by	Status	Photo	Finger Print	Signature
1. Vinod K. Jitwal Address: Alghara, Rano. Rajarhat, District: North 24 Parganas, WEST BENGAL, India, P.O. :-	Self	 24/04/2010	 24/04/2010	

Name of Identifier of above Person(s)  
 Manoj Mahata  
 No. 1000 Sudder Roy Road (Hastings Street), Cal,  
 District: Cal. Dist. District: Kolkata, WEST BENGAL,  
 India, P.O. :- 700001

Signature of Identifier with Date  
  
 24/04/10



  
 (Tarak Barin Mukherjee) 24.4.10  
 ADDL REGISTRAR OF ASSURANCES





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

Endorsement For Deed Number : I - 04903 of 2010  
(Serial No. 03960 of 2010)

On 24/04/2010

**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) = 18139/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 24/04/2010

**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.- 1649453/-

Certified that the required stamp duty of this document is Rs.- 98977 /- and the Stamp duty paid as: Impressive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 40000/- is paid 31386622/04/2010 State Bank of India, BAGUIATI, received on 24/04/2010
2. Rs. 49960/- is paid 31386722/04/2010 State Bank of India, BAGUIATI, received on 24/04/2010

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

Presented for registration at 14.08 hrs on :24/04/2010, at the Office of the A. R. A. - II KOLKATA by Vinod K Jaiswal, Executant.

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

Execution is admitted on 24/04/2010 by

1. Vinod K Jaiswal, son of Late Tribeni Prasad Jaiswal , Alghara, Thana:-Rajarhat, District:-North 24 Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
































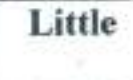
Identified By Manoj Mahota, son of Late N Mahota, 7b, Kiron Sankar Roy Road(Hastings Street), Cal, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

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



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

# FORM FOR TEN FINGERPRINTS

1						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
	<i>Vinod Kumar</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
2						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
	<i>Singhania</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
3						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 18  
Page from 2135 to 2147  
Being No 04903 for the year 2010.



(Tarak Biran Mukherjee) 26-April-2010  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A. R. A. - II KOLKATA  
West Bengal