

10873/09

14385

भारतीय गैर न्यायिक

ARAH

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



Handwritten notes: 2135/09, 2356362, 006279

Certified that the Document is admitted to Registration...

Signature of Registrar of Assurances, dated 31.12.09

Additional Registrar of Assurances-II, Kolkata 31.12.09

THIS DEED OF CONVEYANCE made this 31st day of December Two Thousand Nine BETWEEN (1) MOTIAR RAHAMAN MONDAL and (2) SAHEDUR RAHAMAN MONDAL, both being sons of Late Mader Bux Mondal, by faith-Muslim, residing at Atghara, Police Station-Baguihati (formerly Rajarhat), District-North 24-Parganas, Kolkata 700136 hereinafter jointly referred to as "the

Handwritten signatures at the bottom of the page.

90633
90673

18 DEC 2007

.....
sold to.....
address.....
100

E. S. PANDIT
100/100/100



Identified by me
Name) Mahab.
S/o late Nathu Mahab.
7B, K.S. Roy Road Kolkata, 700011
Occupation - Service

.....
.....
.....

"VENDORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs legal representatives executors and administrators) of the **ONE PART AND GOLDSTAR VANIJYA PVT LTD**, 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 their **Authorised Signatory, Mr. Sunil Kumar Loharuka** son of Late Ram Bhaagat 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 his heirs legal representatives executors and administrators and/or assigns) of the **OTHER PART:**

WHEREAS:

- A. The Vendors herein have held out, represented before and assured the Purchaser, inter alia, as follows:
- i) That one Fakir Ali Mondal alias Abu Bakkar Mondal son of Late Baharuddin Mondal was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / rayat amongst other Properties, to **ALL THAT** the piece or parcel of land containing an area of **10 Decimals** more or less, situate lying at comprised in and being the entirety of R.S. & L.R. Dag No 551, recorded in **L.R.Khatian No.505**, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhanagar (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 the said Fakir Ali Mondal alias Abu Bakkar Mondal, a Muslim governed by Mohammedan Law died intestate on or about 20th November 2004 leaving behind him surviving his sole widow Armena Begum, one son namely, Mohammad Arif and one daughter namely Anowara Khatun as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to the said Property, absolutely and forever;
 - iii) That under and by virtue of a Deed of Sale dated 26th November 2009 and registered in the office of Additional District Sub Registrar, Bidhan Nager, Salt Lake City and recorded in Book No.1 Volume No.11 Pages 7288 to 7300 Being No.10590 for the year 2009 the said Armena Begum, Mohammad Arif and Anowara Khatun (all being the heirs of the said Fakir Ali Mondal alias Abu Bakkar Mondal) for the consideration mentioned therein sold transferred, granted and conveyed unto and to the Vendors herein **ALL THAT** the said Property, being the entirety of R.S. & L.R. Dag No.551, absolutely and forever.
 - iv) That the said Property is free from all encumbrances mortgages charges liens (pendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargaders bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
 - v) That the Vendors are 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 Vendors have been using the same for their personal use and cultivation;
 - vi) That the Vendors have duly made payment of the Khajana in respect of the said Property;

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- vii) 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;
- viii) That the Vendors 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 Vendors ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- ix) 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;
- x) 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;
- xi) 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 Vendors for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xii) That there is no impediment or restriction under any law for the time being in force in the Vendors selling conveying and transferring the said Property and/or their respective portions thereof unto and in favour of the Purchaser;
- xiii) 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 Vendors aware of any such claim, notice, suit or proceeding and that save and except the Vendors, no other person can claim any right title or interest whatsoever in the said Property or any part thereof;
- xiv) 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;

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B. The Vendors, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure **All That** the said Property to the Purchaser and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendors 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 Vendors 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 "khes" 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 Vendors the entire amount of the said mutually agreed consideration and have called upon the Vendors to grant this conveyance in favour of the Purchaser.

1. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.19,00,000/= (Rupees Nineteen lacs)** only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do and each of them 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 Vendors do and each of them doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** the said Property, morefully described in the **SCHEDULE** hereunder written **and** all ownership share portions rights title and interest therein of the Vendors and/or their 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 Vendors in or upon the roads, paths and passages leading to and/or adutting 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 Rayati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors 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 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 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.

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II. THE VENDORS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors are 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 Vendors have 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 Vendors have now in themselves 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 Vendors or any of them 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 any of them or the Vendors' 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 Vendors or any of them 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 Vendors and each of them 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 Vendors or any of them or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendors and each of them 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 Vendors or any of them or the Vendors' 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

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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 Vendors and each of them 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 its 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 properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, which shall not have been expressly found to be delivered by the Vendors 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 Vendors, the Purchaser has made payment of the part / entire consideration in cash to the Vendors.
- (ix) **AND ALSO THAT** the Vendors and each of them 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 Vendors or any of them to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made and/or given by the Vendors to the Purchaser being found to be untrue, incorrect, false or misleading.

III. AND THE VENDORS DO AND EACH OF THEM DO TH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

- i) **THAT** the Vendors are 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 properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be 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 Vendors on a demand being made by the Purchaser and the Vendors and each of them 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 properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be are under the Vendors' own direct cultivation and that there is no Bargadar or Bhag Chasi therein or in any part thereof;
- iii) **AND THAT** the Vendors had first offered the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be to the contiguous owners of the said Property hereby conveyed and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the Purchaser herein for the sale and transfer of 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. The Vendors do hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all

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claims, demands, injury, loss or any other harmful action against the Purchaser by any person claiming any right on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.

iv) **AND THAT** the Vendors 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 **10 Decimal** more or less, situate lying at comprised in and being the entirety of R.S. & L.R. Dag No.551, recorded in **L.R.Khatian No.505** (recorded in the name of Fakir Ali Mondal), 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 **VENDORS** at **Kolkata** in the presence of:

Motier Rahaman Mondal

Vinod Kumar Dasgupta
Abir Kumar Dasgupta

Sahar Rahaman Mondal

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

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of **Rs.19,00,000/= (Rupees Nineteen lacs)** only being the consideration in full payable under these presents as per memo written hereinbelow:

MEMO OF CONSIDERATION:

1. By Cheque No.614219 dated 30/12/2009 on ABN AMRO Bank, Kolkata, India drawn in favour of the Vendor No.1, Motiar Rahaman Mondal, at the request and instructions of both the Vendors herein, for...

Rs.14,00,000/=

2. By Cash to Vendor No.2, Sahedur Rahaman Mondal...

Rs.5,00,000/=

Rs.19,00,000/=

(Rupees Nineteen lacs) only

WITNESSES:

- 1) Prasad Kumar Jaisankar
of Alghara Kol-136
- 2) Nisichossai Mondal
Alghara Kol-136

Motiar Rahaman Mondal

Sahedur Rahaman Mondal

Drafted By:

Pranoy Chubhra
 Advocate, High Court, Calcutta
 (S. PRANOYCHUBHRA)



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

Endorsement For Deed Number : I - 14385 of 2009
(Serial No. 10873 of 2009)

On 31/12/2009

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) = 25916/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 31/12/2009

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.-2356362/-

Certified that the required stamp duty of this document is Rs.- 141392 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 141400/- is paid 26324131/12/2009 STATE BANK OF INDIA, KOLKATA, received on 31/12/2009

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

Presented for registration at 13.53 hrs on :31/12/2009, at the Office of the A. R. A. - II KOLKATA by Motiar Rahaman Mondal, one of the Executants.

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

Execution is admitted on 31/12/2009 by

1. Motiar Rahaman Mondal, son of Lt. Mader Bux Mondal , Atghara Baguihati North 24 Pgs , Thana Rajarhat,Pin 700136, By Caste Muslim, By Profession : Others
2. Sahedur Rahaman Mondal, son of Lt. Mader Bux Mondal , Atghara Baguihati North 24 Pgs , Thana Rajarhat,Pin 700136, By Caste Muslim, By Profession : Cultivation

Identified By Manoj Mahato, son of Lt N Mahato, 7b, K. S. Roy Road Kolkata ,Thana: ., By Caste: Hindu, By Profession: Service.

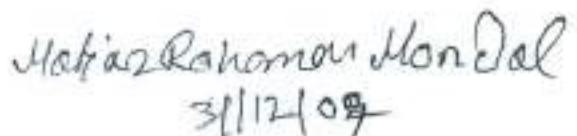
(Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II



10873/2009 11285

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. R. A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 10873 / 2009, Deed No. (Book - I , 14385/2009)

Signature of the Presentant

Name of the Presentant	Signature with date
Motiar Rahaman Mondal	 31/12/09

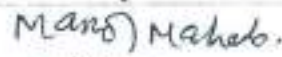
II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Motiar Rahaman Mondal Address -Atghara Baguihati North 24 Pgs	Self	 31/12/2009	 LTI 31/12/2009	
2	Sahedur Rahaman Mondal Address -Atghara Baguihati North 24 Pgs	Self	 31/12/2009	 LTI 31/12/2009	


Name of Identifier of above Person(s)

Manoj Mahato
 PS-.,7b, K. S. Roy Road Kolkata




























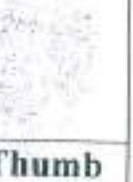





Signature of Identifier with Date


 31/12/09




 (Tarak Boman Mukherjee) 31.12.09
ADDL. REGISTRAR OF ASSURANCES-II
 Office of the A. R. A. - II KOLKATA

FORM FOR TEN FINGERPRINTS

1						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
	<i>Syafarman</i>					
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
	<i>Meliana Rohana Mardiana</i>					
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
	<i>Salsudin Rahany</i>					
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 29
Page from 4213 to 4225
being No 14385 for the year 2009.



(Tanak Baran Mukherjee) 01-January-2010
ADDL REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal