

11383

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

208528

Stamp duty under Sec 81 & 82
 of W.B.L.R. Act, 1996
 duly stamp under the Indian
 Stamp Act 1899 Subsequently
 amended Schedule I.A. No. 23
 Stamp Paid

5800
 B.N. 3050
 18050

Sale
 23

200000

Deficit Stamp duty of Rs. 13050/-

has been realized on 13.10.08

as per Receipt No. 259791

Bank D.D. No. 29191R

Date 29/9/08

A 2189
 B 7
 H 28
 ME 4

Registered No. T-20
 North 24 Parganas
 62, 63, 64

30 JUL 2009

Barasat (North 24 Parganas)

13.10.08 CONVEYANCE

MICOR - 02510
 3/10/08
 250.00
 270.00

1. Date: 3rd October 2008
2. Place: Kolkata
3. Parties:
 - 3.1 Sabila Bibi, wife of Yusuf Ali Molla, residing at village Louhati, Police Station Rajarhat, District North 24 Parganas

NIV-262637
 A-693

LT of Sabila Bibi
 by the son of
 K. Molla

LT of Haslima Bibi
 by the son of

LT of Saleha Bibi
 by the son of
 K. Molla

Deficit Rem. Page No. 6931
30-7-09
2851

Saha & Ray

3.2 **Halima Bibi**, wife of Ali Hussain Mallick, residing at village Kaikhali, Police Station Airport, District North 24 Parganas

3.3 **Saleha Bibi**, wife of Late Abdul Alim, residing at Galasia, Police Station Barasat, District North 24 Parganas
(collectively **Vendors**, includes successors-in-interest)

And

3.4 **Surya Kiran Vanijya Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot 2, Phase I, Kasba Industrial Estate, Kolkata-700107.
(**Purchaser**, includes successors-in-interest).

Vendors and Purchaser collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Property:** *Sahi* (agricultural) land measuring 2.14 (two point one four) decimal [out of 5 (five) decimal out of 12 (twelve) decimal], more or less, contained in R.S./L.R. *Dag* No. 550, recorded in L.R. *Khatian* Nos. 531 and 11, *Mouza* Atghara, J.L. No. 10, Police Station Baguiati, within the jurisdiction of Rajarhat Gopalpur Municipality (**RGM**), Sub-Registration District Bidhannagar, District North 24 Parganas, the said *Dag* being demarcated in colour **Red** on the **Plan** attached and more fully described in the **Schedule** below (**Said Property**).

5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendors represent, warrant and covenant regarding title as follows:

5.1.1 **Ownership of Babulal's Owned Land:** Babulal Tarafdar was the recorded owner of *sahi* (agricultural) land measuring 4 (four) decimal [out of 12 (twelve) decimal], more or less, contained in R.S./L.R. *Dag* No. 550, recorded in L.R. *Khatian* No. 531, *Mouza* Atghara, J.L. No. 10, Police Station Rajarhat, within the jurisdiction of RGM, Sub-Registration District Bidhannagar, District North 24 Parganas (**Babulal's Owned Land**).

5.1.2 **Purchase by Babulal Tarafdar:** By a Deed of Conveyance (in Bengali language) dated 5th August, 1986, registered in the office of the District Registrar, Barasat, North 24 Parganas, in Book No. 1, Volume No. 37, Pages 108 to 113, Being No. 2673 for the year 1986, Babulal Tarafdar purchased land measuring 1 (one) decimal [out of 4 (four) decimal out of 12 (twelve) decimal], contained in R.S./L.R. *Dag* No. 550, recorded in L.R. *Khatian* No. 11, *Mouza* Atghara, J.L. No. 10, Police Station Rajarhat, within the jurisdiction of RGM, Sub-Registration District Bidhannagar, District North 24 Parganas, from his brother, Amber Ali Tarafdar (**Babulal's Purchased Land**).

5.1.3 **Absolute Ownership of Babulal Tarafdar:** By virtue of the above recorded ownership and purchase, Babulal Tarafdar became the absolute owner of *sahi* (agricultural) land measuring 5 (five) decimal [out of 12 (twelve) decimal], more or less,

LT of Saleha Bibi
by the Pen of
K. Moha

LT of Halima Bibi
by the Pen of

LT of Saleha Bibi
by the Pen of

formed out of Babulal's Owned Land and Babulal's Purchased Land (collectively **Babulal's Land**).

- 5.1.4 **Gift to Vendors:** By a Deed of Gift (in Bengali language) dated 16th March, 1990, registered in the office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 44, Pages 303 to 310, Being No. 2066 for the year 1990, Babulal Tarafdar gifted and transferred land measuring 9 (nine) decimal [out of 12 (twelve) decimal], contained in R.S./L.R. *Dag* No. 550, recorded in L.R. *Khatian* Nos. 531 and 11, to his 3 (three) daughters, namely, (1) Sabila Bibi (Vendor No.3.1 herein) (2) Halima Bibi (Vendor No.3.2 herein) (3) Saleha Bibi (Vendor No.3.3 herein) and 2 (two) sons, namely, (1) Johar Ali Tarafdar and (2) Samsuddin Tarafdar, although as per the available records Babulal Tarafdar was actually the owner of 5 (five) decimal land being the Babulal's Land and not 9 (nine) decimal of land. Thus the Vendors became the joint owners of the Said Property formed out of Babulal's Land.
- 5.1.5 **Absolute Ownership of Vendors:** In the aforesaid circumstances, the Vendors have become the undisputed, absolute and joint owners of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- 5.2.2 **No Excess Land:** The Vendors do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 5.2.3 **No Encumbrance by Act of Vendors:** 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, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge have been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *wakf*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory

LT of Sabila Bibi
by the son of K. Molla

LT of Halima Bibi
by the son of

LT of Saleha Bibi
by the son of

K. Molla

prohibitions, acquisitions, requisitions, vestings 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 title of the Vendors to the Said Property is free, clear and marketable.

- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The Vendors have approached the Purchaser and offered to sell the Said Property to the Purchaser and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has agreed to purchase the Said Property from the Vendors.

7. Transfer

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchaser and the entirety of their right, title and interest of whatsoever or howsoever nature in the Said Property, being the *sahi* (agricultural) land measuring 2.14 (two point one four) decimal [out of 5 (five) decimal out of 12 (twelve) decimal], more or less, contained in R.S./L.R. *Dag* No. 550, recorded in L.R. *Khatian* Nos. 531 and 11, *Mouza* Atghara, J.L. No. 10, Police Station Baguati, within the jurisdiction of RGM, Sub-Registration District Bidhannagar, District North 24 Parganas, the said *Dag* being demarcated in colour **Red** on the **Plan** attached and more fully described in the **Schedule** below **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.2,00,000/- (Rupees two lac) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *usuf*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming

LT of Sabila Bibi
by the pen of
K. M. Saha

LT of Hafiza Bibi
by the pen of

LT of Saleha Bibi
by the pen of
K. M. Saha

any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify.

8.2.2 **Transfer of Property Act:** All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession:** *Has*, vacant and peaceful possession of the Said Property have been handed over by the Vendors to the Purchaser.

8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

8.5 **Holding Possession:** The Vendors hereby covenant that the Purchaser and its assigns shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.

8.6 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of any encumbrance on the Said Property.

8.7 **No Objection to Mutation:** The Vendors declare that the Purchaser is fully entitled to mutate its name in all records of the concerned authorities and to pay tax or taxes and all other impositions in its own name. The Vendors undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.


LTi of Sabele Beker
by the son of K. Molla

LTi of Halima Beker
by the son of


LTi of Sabele
Beker by the
son of
K. Molla

8.8 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule
(Said Property)**

Sab (agricultural) land measuring 2.14 (two point one four) decimal [out of 5 (five) decimal out of 12 (twelve) decimal], more or less, contained in R.S./L.R. Dag No. 550, recorded in L.R. *Khatian* Nos. 531 and 11, *Mouza* Atghara, J.L. No.10, Police Station Baguiati, within the jurisdiction of RGM, Sub-Registration District Bidhannagar, District North 24 Parganas, the said Dag being demarcated in colour **Red** on the **Plan** attached and butted and bounded as follows:

- On the North** : By portion of R.S./L.R. Dag No. 459.
- On the East** : By R.S./L.R. Dag Nos. 551 and 551/883.
- On the South** : By portion of R.S./L.R. Dag No. 539.
- On the West** : By R.S./L.R. Dag No. 549.

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

9. Execution and Delivery

9.1 **In Witness Whereof** the Vendors have executed and delivered this Conveyance on the date mentioned above.



(Sabila Bibi)



(Saleha Bibi)
[Vendors]

(Halima Bibi)

I have read and verified the contents of this document and I have explained the contents of this document to Sabila Bibi, Halima Bibi, Saleha Bibi in vernacular and we all understand the meaning and purport thereof and have signed / put LTI by the pen of _____ on the document, in my presence.

M. M. M. M.

Witnesses:

Signature *[Handwritten Signature]*

Name _____

Father's Name *[Handwritten Name]*

Address *[Handwritten Address]*

[Handwritten Address]

Signature *[Handwritten Signature]*

Name _____

Father's Name *[Handwritten Name]*

Address *[Handwritten Address]*

[Handwritten Address]

Drafted by
[Handwritten Signature]
30/09/08
Adv.
High Court, Calcutta
F-68/238/2001

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.2,00,000/- (Rupees two lac) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Amount (Rs.)
Cash	3-10-08	2,00,000/-



(Sabila Bibi)

(Halima Bibi)



(Salcha Bibi)
[Vendors]

Read over & explained the contents of this document by me to Sabila Bibi, Halima Bibi, Salcha Bibi in vernacular and who after understanding the meaning and purport thereof has signed / put LTI by the pen of _____ as the document, in my presence.
W. Mohan

Witnesses:

Signature _____
Name _____

Signature _____
Name _____

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little

LT/1 of Saleha Bibi
by the pen of

K. Molla

SPECIMEN FORM TEN FINGER PRINTS



Sl. No.	Signature of the executants and/or purchaser Presentants
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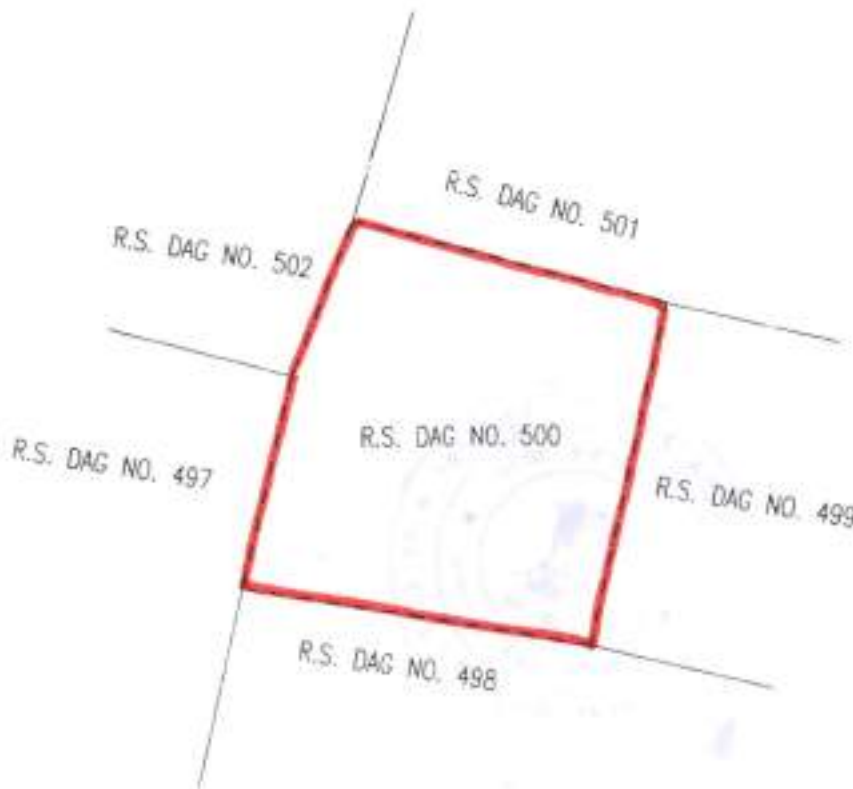
Handwritten signature in blue ink:
 LTI by ...
 by the ...
 N. Moha

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

SITE PLAN OF R.S./L.R. DAG NO.-500, MOUZA ATGHARA,
J.L. NO. 10, L.R. KHATIAN NO. ~~531 & 11~~ POLICE STATION BAGUIATI,
DISTRICT NORTH 24 PARGANAS.

VENDEE/PURCHASER-----

N.T.S.



Read over & explained the contents of this document by me to *Sabila Bibi, Halima Bibi, Saleha Bibi* in particular and who after understanding the meaning and purport thereof has signed / put LTI by the pen of *K. M. Khan* on the document, in my presence,



Saleha Bibi



Sabila Bibi

SIGNATURE OF VENDOR/S

LEGEND:- MEASURING 0.86 DECIMAL OUT OF 03
DECIMAL SALI LAND OF DAG NO.500

SHOWN THUS:- 

Dated this 3rd day of October, 2008

Between

**Sabila Bibi & Ors.
... Vendors**

And

**Surya Kiran Vanijya Pvt. Ltd.
... Purchaser**

CONVEYANCE

R.S./L.R. Dag No. 550
Mouza Atghara
Police Station Bagniati
District North 24 Parganas

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 96 to 107
being No 04678 for the year 2009.



(Dinabandhu Roy) 08-December-2009
District Sub Register II
Office of the D.S.R.-II NORTH 24-PARGANAS
West Bengal