भारतीय गैर न्यायिक

दस रुपये रु.10

TEN RUPEES Rs.10

INDIA NON JUDICIAL

पश्चिमबंग पश्चिम बंगाल WEST BENGAL 20AA 022836

A 43989 -
6 - 7 -
9 - 55 -
25 -
4 -
44080 -

881718 - 14/12 - 48000/-
881717 - 14/12 - 48000/-
881716 - 14/12 - 48000/-
881715 - 14/12 - 48000/-
881714 - 14/12 - 48000/-
881757 - 14/12 - 40000/-

23. 5. 08

Addl. Registrar of Assurances-II
Kolkata 4-1-08

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the 14th day of December Two Thousand and Seven of the Christian Era **BETWEEN MAHENDRA KUMAR AGRAWAL,** son of Sri Gouri Sankar Agarwal, by faith Hindu, by occupation Business, residing at 19, Kali Krishna Tagore Street, Kolkata-700 007, Police Station – Barabazar, hereinafter called and referred to as the **VENDOR**

115250

12 DEC 2007

NAME
ADD.
Rs.
12 DEC 2007
S. CHATTERJEE
LICENSED STAMP VENDOR
A.S. Road, Kol-1

1-30 p.m.

14th Dec 07
by Umesh Kedia
one of the Ment.
Umesh Kedia.

25345

14-12-07.

Umesh Kedia.

25346

Umesh Kedia s/o x
of x
+Mohendra Kumar Agarwal
s/o Gouri Sankar Agarwal
at 19. Kali Mishra Tagore street,
P.S. Bara Bazar, Kol-7.

Mahendra Kumar Agarwal
Identified by me,
Somiran Jain
S/o Mritunjay Jain
Kolkatta - 136

Somiran Jain
S/o Mritunjay Jain
Kol-136.

14-12-07

(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART.**

AND

(1) FALCON TIE-UP PVT. LTD., (2) PARADISE SUPPLIERS PVT. LTD., (3) CHARMS MERCHANT PVT. LTD., (4) ECO-VANIJYA PVT. LTD., (5) SADBHAVANA DEALERS PVT. LTD., (6) SAMBODHAN ADVISORY PVT. LTD., (7) SHIVGANGA VANIJYA PVT. LTD., (8) SAHANSIL TRADING PVT. LTD., (9) BRIJWASI SUPPLIERS PVT. LTD., (10) UNNATI SUPPLIERS PVT. LTD., (11) NISHAKAR MARKETING PVT. LTD., (12) BRIJWASI MARKETING PVT. LTD., (13) SAHANBHUTI DEALER PVT. LTD., (14) SURAKSHIT SUPPLIERS PVT. LTD., (15) UNNATI VYAPAR PVT. LTD., (16) SUGANDH MERCANTILE PVT. LTD., (17) SHIVDHARA AGENCY PVT. LTD., (18) TROPEX MERCANTILE PVT. LTD., (19) CONCORD VYAPAR PVT. LTD., (20) WONDER DISTRIBUTORS PVT. LTD., (21) PANGHAT MERCANTILE PVT. LTD., (22) CHIRAG VINIMAY PVT. LTD., (23) ALISHAN DEALER PVT. LTD., (24) EVERLIKE BARTER PVT. LTD., (25) GOODHOPE COMMERCIAL PVT. LTD., (26) TRIMUNDRA VANIJYA PVT. LTD., (27) SNEHIL MERCANTILE PVT. LTD., (28) SAGUN MARKETING PVT. LTD., (29) APNAPAN

MERCHANDISE PVT. LTD., (30) SAHANSIL AGENCIES PVT. LTD., (31) SATYAM DEALERS PVT. LTD., (32) SUNDRAM VANIJYA PVT. LTD., (33) MANOBAL MARKETING PVT. LTD., (34) CHAMPAK VYAPAR PVT. LTD., (35) DESIRE TRADERS PVT. LTD., (36) MAINA VINIMAY PVT. LTD., (37) PORTABLE DEALING PVT. LTD., (38) PRITAM DEALING PVT. LTD., (39) PURNIMA VYAPAR PVT. LTD., (40) SURFACE VYAPAR PVT. LTD., (41) VEDANT COMMERCIAL PVT. LTD., (42) MATAJI MERCHANTS PVT. LTD. company registered under Companies Act, 1956 and having its registered office at 16A, Shakespeare Sarani, Kolkata-700 071 hereinafter called and referred to as the **PURCHASERS** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor/successor in office and assigns) of the **SECOND PART**.

WHEREAS ALL THAT piece or parcel of land measuring 33 Decimals equivalent to 1 Bigha more or less comprised in C.S. Dag No.530 corresponding to R.S. Dag No.545 in C.S. Khatian No.335 & 336, R.S. Khatian No.160, L.R. Khatian No.192 lying and situate under Mouza – **SALUA**, J.L. No.3, Touzi No.125B/1, Ward No.4, of Rajarhat Gopalpur Municipality, under A.D.S.R. Office – Bidhannagar (Salt Lake City), in the District of North 24-Parganas together with all here and easementary rights on paths

and passages alongwith all advantages, privileges and benefit attached herein and thereto, which is more fully and particularly mentioned and described in the SCHEDULE hereunder written is the subject matter of this Indenture.

AND WHEREAS one Bela Rani Chakraborty was absolute recorded owner of **ALL THAT** piece and parcel of land measuring .83 Satak more or less in C.S. Dag No. 530 and R.S. Dag No.545, C.S. Khatian No.335, 336, R.S. Khatian No.160, under Mouza – Salua, J.L. No.3, Touzi No. C.S. 125/B/1 and R.S. 10, Police Station – Air Port, Additional District Sub-Registration Office – Bidhannagar, District : 24-Parganas (North).

AND WHEREAS while possessing the aforesaid land, said Bela rani Chakraborty sold **ALL THAT** piece and parcel of land measuring .83 Satak in C.S. Dag No. 530 and R.S. Dag No.545, C.S. Khatian No.335 & 336, R.S. Khatian No.160, under Mouza – Salua, J.L. No.3, Touzi No. C.S. 125/B/1 and R.S. 10, Police Station – Air Port, Additional District Sub-Registration Office – Bidhannagar, District : 24-Parganas (North), to Smt. Chapa Bala Sarder by registered Kobala Deed dated 15.10.1969, registered at Cossipore, Dum Dum, in Book No.I, Volume No.105, Pages 236 to 238, being Deed No. 6998 for the year 1969.

AND WHEREAS while possessing the said land, said Chapa Bala Sarder died leaving behind her only daughter namely Smt. Bapi Mondal as her legal heir and successor and Smt. Bapi Mondal possessed the aforesaid land and recorded her name to the B.L. & L.R.O., 24-Parganas (North) under L.R. Khatian No.192.

AND WHEREAS while possessing the aforesaid land, said Smt. Bapi Mondal sold **ALL THAT** piece and parcel of Sali land measuring 83 Satak more or less C.S. Dag No.530, and R.S. Dag No.545, C.S. Khatian No.335 & 336 R.S. Khatian No.160 under Mouza – Salua, J.L. No.3, Touzi No. C.S. 125/B/1 and R.S. 10, Police Station – Air Port, Additional District Sub-Registration Office – Bidhannagar, District : 24-Parganas (North), under Ward No.4 of Rajarhat-Gopalpur Municipality to the Sri Niranjan Roy, by registered Kobala Deed dated 28.11.1985, registered at A.D.S.R. Bidhannagar, Salt Lake, in Book No.I, Volume No.154, Pages 369 to 376, being Deed No. 8194 for the year 1985.

AND WHEREAS while possessing the said land said Sri Niranjan Roy sold **ALL THAT** piece and parcel of Sali land measuring 33 Satak more or less out of 83 Satak in C.S. Dag No. 530 and R.S. Dag No.545, in C.S. Khatian No.335 & 336 and R.S. Khatian No.160, L.R. Khatian No.192, under Mouza – Salua, J.L. No.3, Touzi No. C.S. 125/B/1 and R.S. 10, Police Station – Rajarhat, District : 24-Parganas (North), under Ward No.4 of Rajarhat-Gopalpur Municipality to Sri Mahendra Kumar Agrawal,

Vendor herein by registered Kobala deed dated 10th January, 1992 registered at A.D.S.R. Bidhannagar, Salt Sale, in Book No.7, Volume No. 4, Pages 183 to 200 Being No.200 for the year 1992 hereinafter referred to as the Schedule property morefully and particularly described in Schedule hereunder.

AND WHEREAS by virtue of the aforesaid Kobala Deed dated 10.01.1992 the present Vendor herein became the absolute owner of **ALL THAT** piece and parcel of Sali land measuring 33 Satak more or less out of 83 Satak in C.S. Dag No. 530 and R.S. Dag No.545, in C.S. Khatian No.335 & 336 and R.S. Khatian No.160, L.R. Khatian No.192, under Mouza – Salua, J.L. No.3, Touzi No. C.S. 125/B/1 and R.S. 10, Police Station – Rajarhat, District : 24-Parganas (North), under Word No.4 of Rajarhat-Gopalpur Municipality.

AND WHEREAS the Vendor herein since then is the possession and rightful owner of the **SCHEDULE PROPERTY** having a good marketable title which is free from all encumbrances, trusts, requisitions, acquisitions, litigations or any other disputes whatsoever.

AND WHEREAS the Vendor herein declares, confirms and also undertakes that the Vendor has not entered into any arrangement or agreements to sell, transfer, alienate the said SCHEDULE PROPERTY in any manner whatsoever. The Vendor herein further confirms that the said schedule property is in full and absolute possession of the Vendor and there is no bargadars,

or bhagchasi, upon the said schedule property. The Vendor herein hereby undertakes to keep the purchasers indemnified in this regard.

AND WHEREAS the Vendor undertakes that the Vendor and his legal heirs from time to time shall be bound to execute necessary Deed of Rectification or other document/documents without any consideration in favour of the Purchasers or its legal heirs in respect of the Schedule land for any defect, omission, error to be found later on in the present Deed.

AND WHEREAS the Vendor has agreed to sell and the Purchasers have agreed to purchase the said Schedule Property mentioned hereunder at the total considerations amount of Rs.40,00,000/- (Rupees Forty Lacs) only free from all encumbrances with this Indenture.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration to the sum of Rs.40,00,000/- (Rupees Forty Lacs) only to the Vendor paid by the purchasers at or immediately before the execution to these presents (the receipt whereof the Vendor doth hereby admit and acknowledge) and or from the same every part thereof acquit release and discharge the purchasers and every one of them and also the said **SCHEDULE PROPERTY** thereof, the Vendor on beneficial owner do by these

presents, indefeasible grant, sell, convey, and transfer, assign and assure unto the purchasers **ALL THAT** the said **SCHEDULE PROPERTY** mentioned in the Schedule written hereinafter hereto **HOWSOEVER OTHERWISE** the said **SCHEDULE PROPERTY** now and heretofore was situated, butted, bounded, called, known, numbered described and distinguished together with all benefits and advantages of amount and other rights, liberties, easements, privileges, appendages, whatsoever to the said SCHEDULE PROPERTY or any part thereby belonging or in any wise appertaining as or with the same or any part thereof usually held, used, occupied or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder remainders, rents, issued and profits inheritance, use, trust, landed property, claim and demand whatsoever both out land and equity if the Vendor into and upon the aforesaid property and every thereof and all deeds, pattahs, muniments and evidences of title within any wise relate to the said SCHEDULE PROPERTY or any part or parcel thereof and which are or hereafter shall or may in the custody, power and possession of these Vendor or any person whom they can or may procure the same without action and suit at land or in may procure the same without action and suit at land or in equity. **TO HAVE AND TO HOLD** the said **SCHEDULE PROPERTY** and every part thereof hereby granted, sold, conveyed

and transferred or expressed and intended so to be with his rights, numbers, and appurtenance upto and to the use of this purchasers forever and the Vendor doth hereby for themselves covenants with the purchasers that **NOTWITHSTANDING** any act, deed, matter and things whatsoever by the Vendor or by any of this predecessors and ancestors in title, done or executed or knowingly suffered to the contrary the Vendor had at all material times heretofore and now have good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said SCHEDULE PROPERTY hereby granted, sold, conveyed, and transferred or expressed or intended so to be unto and to the use of the purchasers in the manner afcresaid and that the purchasers shall and may at all times hereafter peaceably and equitably posses and enjoy the said SCHEDULE PROPERTY and every part thereof 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/persons lawfully or equitably claiming from under or in trust for him or from or under any of their ancestor or predecessor-in-title and that free and clear and freely and clearly absolutely acquitted, exonerated and realized or otherwise by and all the costs and expenses of the Vendor well and sufficiently indemnified of from and against all and all manner of claims,

charges, lines, debts, attachments, and encumbrances, whatsoever made or suffered by the Vendor or any of their predecessors in title or any person or persons lawfully or equitably claiming as aforesaid and FURTHERMORE that the Vendor and all person or persons lawfully or equitably claiming and estate or interest whatsoever in the said SCHEDULE PROPERTY and any part thereof. The Vendor or any of his predecessors in title shall be from time to time and at all times hereinafter at the request and cost of the Purchasers (its successors or successors in office, administrators and assigns) do or cause to be done and execute all such acts, deeds and things whatsoever for perfectly assigning the said **SCHEDULE PROPERTY** and every part thereof and to the use of the Purchasers, (its successor or successors in office, administrators and assigns) in the manner aforesaid as shall or may in reasonable required.

That the Vendor by this Indenture do hereby accord their consent to the Purchasers for mutating their names in the records of the concerned Authority/ ties in respect of the **SCHEDULE PROPERTY** and the Vendor and all his person/persons at all times hereinafter indemnity and keep indemnified for the same in favour of the Purchasers.

That the Vendor shall and will form time to time and at all times hereafter indemnify and keep the Purchasers indemnified of, from and against all losses, damages, claims, demands, costs, charges, expenses, suits, actions, proceedings whatsoever which the Purchasers may suffer, incur, or may be put to, or may be liable for any reason of any defect in the title of the Vendor of the **SCHEDULE PROPERTY**.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT 'SALI LAND' .33 Decimals equivalent to 1 Bigha more or less comprised in C.S. Dag No.530 corresponding to R.S. Dag No.545 in C.S. Khatian No.335 & 336, R.S. Khatian No.160, L.R. Khatian No.192 lying and situate under Mouza – **SALUA**, J.L. No.3, Touzi No.125B/1, Word No.4, of Rajarhat Gopalpur Municipality, under A.D.S.R. Office – Bidhannagar (Salt Lake City), in the District of North 24-Parganas together with all here and easementary rights on paths and passages alongwith all advantages, privileges and benefit attached herein and thereto, and the said land is butted and bounded as under :

ON THE NORTH BY : Part of R.S. Dag No.545;

ON THE SOUTH BY : R.S. Dag No.549;

ON THE EAST BY : R.S. Dag No.545 & 12' feet wide passage Gopal Pur Mouza;

ON THE WEST BY : R.S. Dag No548, 549;

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their hands and seal this the day, month and year above written first.

SIGNED SEALED AND DELIVERED BY THE **VENDOR** IN THE PRESENCE OF :

Mahendra Kumar Agarwal

1. Harendra Agarwal
S/o Sri G. Agarwal
8/1 Lal Bazar Street
3rd Floor
Kolkata - 1

2.

SIGNED SEALED AND DELIVERED BY THE **PURCHASERS** IN THE PRESENCE OF :

Umesh Kedia

1. Samiran Jain
S/o Mritunjay Jain
R. Gopal pur P.S. Rajarhat
Kol - 136

2.

Drafted By:-

Shyamal Kumar Jana
Advocate
High Court, Calcutta.

Type By: -

Tapas Kumar Ghosh
10, Old Post Office Street
Kolkata - 700001

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchasers within mentioned sum of Rs.40,00,000/- (Rupees Forty Lacs) only being the full final consideration money as per memo below :

By draft No 620246 drawn on
6 Vijaya Bank, Broabourne Road
Branch dated 14.12.2007 in
favour of Mahendra kumar Agrawal Rs 40,00,000/-

(Rupees Forty Lacks only) Rs 40,00,000/-

Mahendra Kumar Agrawal

Witnesses :

1. Harendra Agrawal
6/1 Lal Bazar Street
3rd Floor
Kol. 1

2.

Mahendra Kumar Agrawal
Signature of the **VENDOR**

SPECIMEN FORM FOR TEN FINGERPRINTS

	Mahendra Kumar Agarwal	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
	Umesh Gadia	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
PHOTO		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
PHOTO		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			

I
I
1 to 16
00114
2008

DATED THIS 14th DAY OF December, 2007

BETWEEN

MAHENDRA KUMAR AGRAWAL

VENDOR

AND

FALCON TIE-UP PVT. LTD. & ORS.

..... PURCHASERS

1-2-08

DEED OF CONVEYANCE

SHYAMAL KUMAR JANA
Advocate,
6, Old Post Office Street
Kolkata-7000 01.

(3) Mahendra Kumar Agrawal