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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A-978856

M.V 300 600/-



213242

510/07
5600/-

630512

15/10/08

अंश 300 = 400/-

10-3/11

2050

11/03/07

CONVEYANCE

Adl. Registrar of Assurances IB
Kolkata.

17-1-08

1. Date: 23rd February 2007

2. Place: Kolkata

3. Parties:

3.1 **Basana Kundu**, wife of Pulin Bihari Kundu, residing at 3/105, Jatin Das Nagar, Police Station Belghoria, Kolkata 700056 (**Vendor**, includes successors-in-interest)

A.	289	-
B.	7	-
C.	55	-
D.	25	-
E.	4	-
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	2280	-

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Mb 435

21 FEB 2007



L. S. ...
23/2/07

5 x 1000 = 5000
4-10 PM

23rd Feb 2007
S.K. Kumar

Sushil Kumar Kumar
No claimants

23/2/07
[Signature]

395

- अथवा गुरुद्वारा



Basang Kumar aka Pulin
Belai Kumar w-3/105,
Talin Sad Nagar, P.S. Belgha-
no Kol - 56

Identified by me
Dilip Kumar Kundu
S/O Late Anil Krishna Kundu
9, Sebinibash Road Kol-700074
Retired man.

Dilip Kumar Kundu
do Kol - full wish
Kundu w-9, Sebinibash
Road, Kol - 74
Retired man.

23/2/07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 973857

And

- 3.2 **Lotus Commo Trade Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

145435

121 FEB 2007



To: _____
From: _____
Subject: _____
No: 100/_____

57/1000-5000

L. S. [Signature]
[Title]



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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

A 973858

- 33 **Rectangle Vanijya Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

146435

21 FEB 2007

No. _____
 Date _____
 To _____
 From _____



L. L. SINGH,
ADVOCATE - ROY ROAD

5x1000=5000



The Secretary of Assurance
 Society



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 973859

3.4 **Kiran Trade Comm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

146435

21 FEB 2007

do _____
Sold to _____
Address _____
To _____



By 10002500

**L. S. VENTURA,
HIGH COURT - G.A.**



**High Court of Assurances
Lututa**



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

A 973560

3.5 **Kolkata TradeComm Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

M/E 4235

21 FEB 2007



L. S. VIDON
HIGH COMMISSIONER

5 x 1000 = 5000



- 3.6 **Kolkata Barter Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.7 **Fusion Deal Com Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069
- 3.8 **Rose Valley Tie-Up Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 2.48 (two point four eight) decimal, more or less, contained in R.S/L.R Dag No.497, recorded in R.S/L.R. Khatian No. 251, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, 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 encumbrance (**Said Property**).

5. Background, Representations, Warranties and Covenants:

Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:

- 5.1.1 **Sale of Said Property to the Vendor:** By *Kobala* (Deed of Sale) dated 16th May 1984 and registered in the office of the Sub-Registrar, Bidhannagar (Salt Lake City) in Book No. I, Volume No. 44F, Pages 175 to 178, Being No. 2300 for the year 1985, Kalipada Saha, Nilratan Saha, Jeeban Krishna Saha, Pradeep Kumar Saha, Polly Rani Saha, Dipti Rani Saha and Sudip Saha being minor, represented by his mother Dipti Rani Saha sold, conveyed and transferred all their right, title and interest in the Said Property to and in favour of the Vendor herein, absolutely and forever and for the consideration mentioned therein.
- 5.1.2 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the Said Property.
- 5.1.3 **True and Correct Representations:** The Vendor is the absolute and undisputed owner of the Said Property as mentioned above and such representation of the Vendor is true and correct.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:



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- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares 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 Vendor does 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 Vendor:** 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, 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 Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 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 taxes from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever has/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor 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, *debentures*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bagadars* 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 and the title of the Vendor 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 Vendor from selling, transferring and/or alienating the Said Property or any part thereof.
- 6. Basic Understanding:**
- 6.1 **Agreement to Sell and Purchase:** The Vendor has approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers, 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 Vendor.



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7. **Transfer:**

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of her right title and interest of whatsoever or howsoever nature in the Said Property, being *sahi* (agricultural) land measuring 2.48 (two point four eight) decimal, more or less, contained in R.S/L.R. Dag No.497, recorded in R.S/L.R. Khatian No. 251, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas, 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 encumbrance.
- 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 Purchasers to the Vendor, receipt of which the Vendor, receipt of which the Vendor 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 encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, debentures, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has 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 Vendor about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor' title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at their own costs, expenses, risk and responsibility, 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:** Khas, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.
- 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 Vendor, with regard to



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which the Vendor hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and their 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under them in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and their assigns and/or their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and their assigns and/or their successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchasers are fully entitled to mutate their names in all records of the concerned authorities and to pay tax or taxes and all other impositions in their own name. The Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their 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)

Sahi (agricultural) land measuring 2.48 (two point four eight) decimal, more or less, contained in R.S./L.R. Dag No.497, recorded in R.S./L.R. Khatian No. 251, *Mouza* Salua, J.L. No.3, Police Station Air Port, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and butted and bounded as follows:

On the North	: By R.S./L.R. Dag No. 498
On the East	: By R.S./L.R. Dag No. 497(P)
On the South	: By R.S./L.R. Dag No. 497(P)
On the West	: By R.S./L.R. Dag No. 497(P)

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



✓
[Handwritten signature in purple ink]

Receipt And Memo of Consideration

Received from the within named Purchasers 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	Bank	Amount (Rs.)
Cheque No. 603050	14.02.2006	Vijaya Bank	2,00,000/-

• 41 26 77 5 2
 Read over and Explained
 by me Bilip Kr. Kumon

 [Vendor]

Witnesses:

Signature Bilip Kr. Kumon

Name _____

Signature Suman Chatterjee

Name Suman Chatterjee



✓
11/11/11

9. Execution and Delivery:

9.1 In Witness Whereof the Vendor has executed and delivered this Conveyance on the date mentioned above.

ॐ नमो भगवते वासुदेवाय
Read over and Explained
by me Bilal Kr. Kundu

(Basana Kundu)
[Vendor]

Witnesses:

Signature Kalyan Dasgupta

Signature Sourav Choudhary

Name _____

Name Sourav Choudhary

Father's Name Dr. M. R. Dasgupta

Father's Name Karishma Mukhi Choudhary

Address Salasa, Rajarhat Rd
Kolkata - 700036.

Address Keshi Kola KOL - 700036



✓
Chamber of Assurances
Calcutta

SPECIMEN FORM TEN FINGER PRINTS

Sl No.	Signature of the executants and/or purchaser Presentants
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G. Gaurani



ਗੁਰਮਿਤ ਕੌਰ
ਗੁਰਮਿਤ ਕੌਰ

	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



✓
The Registrar of Assurances
Calcutta

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Date 20-2-08
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DATED 23rd DAY OF February, 2007

Between

Basana Kundu
... Vendor

And

Lotus Commo Trade Private Limited & Ors.
... Purchasers



ms.

20-2-08

CONVEYANCE

R.S./L.R. Day No. 497
Mouch Satta
District North 24 Parganas



P. 00572

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

