

10570

721A

14072



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

755163

2786



23553/0

[Handwritten signature]
 21/12/09

Certified that the Document is admitted to Registration. The Signature sheet and the encasement sheets attached to the document are the part of this Document.

[Handwritten signature]
 22/12/09

CONVEYANCE

1. Date: 21st December 2009
2. Place: Kolkata
3. Parties:
 - 3.1 **Nemai Chandra Mondal**, son of Late Hazarilal Mondal, residing at Salua, Post Office Gopalpur
 (Vendor, includes successors-in-interest) being represented by his constituted attorney **Rajjak Ali Mondal**, son of Dukha Ali Mondal, residing at Nowapara, Post Office Hatiara, Kolkata-700059

81672

19 DEC 2009

No.....Date.....
Sold to SAHA & RAY
Advocates
Address 71, 3rd Floor, Hastings Chambers
7C, Kiran Shankar Roy Road
Rs.....Kolkata - 700001.

SPD

L. S. VENDOR
HIGH COURT, CAL

Umesh Keelga



3693c

SURCOCK VANUVA PRIVATE LIMITED

Umesh Keelga
Mulhousid signaling



3694c

Rajjesh Kumar
for self and as Constituted
attorney of Nemaichandra
Hondal

Swapna Kar
S/o R. N. Kar
7C. K.S. Roy Road
Kolkata - 700001
Service

Administrative Registrar of Companies, Kolkata

19 DEC 2009

And

- 3.2 **Surlok Vanijya Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 11, Crooked Lane, Kolkata-700069 (**Purchaser**, includes successors-in-interest)

And

- 3.3 **Rajjak Ali Mondal**, son of Dukha Ali Mondal, residing at Nowapara, Post Office Haniara, Kolkata-700059 (**Confirming Party**, includes successors-in-interest).

Vendor, Purchaser and Confirming Party collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. **Subject Matter of Conveyance**

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 3 (three) *cottah* 2 (two) *chittack* and 24 (twenty four) square feet, more or less, contained in R.S/L.R *Dag* No.496, recorded in R.S/L.R *Khatian* No.170, *Mouza* Salua, J.L. No.3, Police Station Airport, within Rajarhat Gopalpur Municipality, 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**

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents warrants and covenants regarding title as follows:
- 5.1.1 **Sale of Mother Property to Nani Bala Dey Munshi:** By a Deed of Conveyance in the year 1964, registered in the office of the Additional District Sub-Registrar, Cossipore, Dum Dum in Book No. 1, Volume No. 115, Pages 133 to 140, Being No. 4320, Nishada Bala Dasi sold, conveyed and transferred all her right, title and interest in land measuring 130 (one hundred and thirty) decimal, more or less, contained in R.S *Dag* No.496, recorded in R.S *Khatian* Nos.170, *Mouza* Salua, J.L. No.3, Police Station Airport (formally Rajarhat), Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas (**Mother Property**) to and in favour of Nani Bala Dey Munshi, absolutely and forever and for the consideration mentioned therein.
- 5.1.2 **Sale of Mother Property to Pralad Chandra Saha & Ors:** By a Deed of Conveyance dated 8th December, 1972, registered in the office of the Additional District Sub-Registrar, Cossipore, Dum Dum in Book No. 1, Volume No. 123, Pages 87 to 92, Being No. 7661, Nani Bala Dey Munshi sold, conveyed and transferred all his right, title and interest in the Mother Property to and in favour of Pralad Chandra Saha, Jiban Krishna Saha, Nilratan Saha and Kalipada Saha, absolutely and forever and for the consideration mentioned therein.
- 5.1.3 **Demise of Pralad Chandra Saha:** Pralad Chandra Saha, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died leaving behind his wife Dipati Rani Saha, 2 (two)

SECRET

Additional Registrar of Companies II, Kolkata

20 DEC 2009

sons namely Pradip Kumar Saha and Sudip Saha and 1 (one) daughter Pali Rani Saha, who inherited the right, title and interest of Pralad Chandra Saha in the Mother Property.

- 5.1.4 **Sale of Said Property to Madhumita Ganguly:** By a Deed of Conveyance dated 21st September, 1984, registered in the office of the Additional District Sub-Registrar, Barasat in Book No. I, Volume No. 25, Pages 287 to 293, Being No. 3226, Nilratan Saha, Jiban Krishna Saha, Kalipada Saha, Dipti Rani Saha, Pradip Kumar Saha, Sudip Saha and Pali Rani Saha sold, conveyed and transferred all their right, title and interest in the Said Property, being a portion of the Mother Property to and in favour of Madhumita Ganguly, absolutely and forever and for the consideration mentioned therein.
- 5.1.5 **Sale of Said Property to the Vendor:** By a Deed of Conveyance dated 14th February, 2007, registered in the office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No. I, Volume No. 2, Pages 12226 to 12236, Being No. 03411 for the year 2007, Madhumita Ganguly sold, conveyed and transferred all her 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.
- 5.1.6 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the Said Property.
- 5.1.7 **Agreement with Confirming Party:** By an agreement dated 18th November, 2009 (**Sale Agreement**), the Vendor agreed to sell to the Confirming Party the Said Property for a consideration mentioned therein and the Confirming Party has paid the same to the Vendor in full.
- 5.1.8 **Nomination by Confirming Party:** The Confirming Party has nominated the Purchaser to receive conveyance of the Said Property in terms of the Sale Agreement and in consideration thereof the Purchaser has agreed to reimburse the Confirming Party the Consideration For Sale being a sum of Rs. 11,72,000/- (Rupees eleven lac and seventy two thousand) and pay a further sum of Rs.3,03,000/- (Rupees three lac and three thousand) as nomination charge/profit of the Confirming Party (**Nomination Charge**) [the Consideration For Sale and the Nomination Charge collectively **Total Consideration**]. At the request of the Confirming Party, the Vendor has confirmed such nomination made by the Confirming Party in favour of the Purchaser.
- 5.1.9 **Power of Attorney:** By a special Power of Attorney (**POA**) dated 19th November, 2009 registered in the office of Additional Registrar of Assurances, III Kolkata in Book No. IV, Volume No. 7, Pages 5934 to 5942, Being No. 5426 for the year 2009, the Vendor has appointed, constituted and nominated Rajjak Ali Mondal, as his true and lawful attorney and empowered him to execute proper deed of conveyance in order to convey the transfer of the Said Property in favour of the Purchaser. The POA is valid and subsisting and has not been revoked or rescinded by the Vendor.
- 5.1.10 **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.



Additional Registrar of Companies, Kolkata
24 OCT 2009

- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor and the Confirming Party represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor or the Confirming Party 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 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 Purchaser.
- 5.2.5 **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.
- 5.2.6 **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.
- 5.2.7 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargudars* and liabilities whatsoever or howsoever made or suffered by the Vendor or the Confirming Party 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 or the Confirming Party's predecessors-in-title and the title of the Vendor or the Confirming Party to the Said Property is free, clear and marketable.
- 5.2.8 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.9 **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 Purchaser and offered to sell the Said Property to the Purchaser and the Purchaser, being satisfied ^{by the title and} by 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.



Additional Registrar of Companies, Calcutta
[Handwritten Signature]
20/02/2009

6.2 **Confirmation of Confirming Party:** The Confirming Party hereby confirms the sale of the Said Property in favour of the Purchaser inasmuch as such sale is being made at the request of the Confirming Party and in view of the Confirming Party having nominated the Purchaser to receive conveyance of the Said Property. The Confirming Party confirms that the Confirming Party has no objection to the conveyance being granted hereby and to record the same, the Confirming Parties have joined and executed this Conveyance.

7. Transfer

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Property, being *sali* (agricultural) land measuring 3 (three) *ottah* 2 (two) *chittack* and 24 (twenty four) square feet, more or less, contained in R.S/L.R *Dag* No.496, recorded in R.S/L.R *Khatian* No.170, *Mouza* Saha, J.L. No.3, Police Station Airport, within Rajarhat Gopalpur Municipality, Additional District Sub-Registration Office Bidhannagar, 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 For Sale:** The aforesaid transfer is being made by the Vendor in consideration of the Consideration For Sale, being a total sum of Rs. 11,72,000/- (Rupees eleven lac and seventy two thousand) which has already been paid by the Confirming Party to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Vendor below, admits and acknowledges and which has been reimbursed by the Purchaser to the Confirming Party which the Confirming Party hereby admits and acknowledges.

7.3 **Nomination Charge:** The aforesaid transfer is being in further consideration of the Nomination Charge, being a total sum of Rs.3,03,000/- (Rupees three lac and three thousand) which has been paid by the Purchaser to the Confirming Party and which the Confirming Party hereby as well as by the Receipt and Memo of Confirming Party below, admits and acknowledges.

7.4 **Total Consideration:** Thus the transfer of the Said Property is being made for an aggregate sum of Rs. 11,75,000/- (Rupees eleven lac and seventy five thousand), which has been fully paid and received, as hereby and by the Receipts and Memo below, admitted and acknowledged.

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.



Additional Registrar of Insurance, Bangalore

[Handwritten Signature]
21 Oct 2009

- 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 his title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at his 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:** *has*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 8.4 **Outgoings** All statutory revenue, cess, taxes, surcharge, outgoing 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 which the Vendor/Confirming Party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants 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 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 and the Confirming Party hereby covenant that the Vendor and the Confirming Party or any person claiming under the Vendor and the Confirming Party 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 Vendor declares 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 their own name. The Vendor undertakes to cooperate 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.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor and the Confirming Party 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



Additional Registrar of Assurance, Canada
4/3/08 2008

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 3 (three) *catth* 2 (two) *chittack* and 24 (twenty four) square feet, more or less, contained in R.S/L.R *Dag* No.496, recorded in R.S/L.R *Mutation* No.170, *Mouza* Salua, J.L. No.3, Police Station Airport, within Rajarhat Gopalpur Municipality, Additional District Sub-Registration Office Bidhannagar, District North 24 Parganas and the said *Dag* being butted and bounded as follows:

On the North : By 12 feet wide Common Passage
On the East : By R.S/L.R *Dag* No. 549
On the South : By R.S/L.R *Dag* No. 496
On the West : By R.S/L.R *Dag* No. 496

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 Parties have executed and delivered this Conveyance on the date mentioned above.

Rajjak Ali Mondal

Rajjak Ali Mondal

[Confirming Party and as constituted attorney of the Vendor]

SUBLOK VANIJYA PRIVATE LIMITED

Umesh Kedia

Authorized Signatory

Director

Surlok Vanijya Private Limited

[Purchaser]

Witnesses:

Signature *Swapan*

Signature *Tanay Das*

Name *Swapan Kan*

Name *TANAY DAS*

Father's Name *R. N. Kan*

Father's Name *A. N. DAS*

Address *20, K.S. Roy Road*

Address *Gopalpur -*

Ko/Korla - 700001

P.S. Airport

Cent-52

SEAL OF
COURT
11
11

Official Register of Assessors D. Kalyan
21 DEC 2008

Receipt And Memo of Consideration of Vendor

Received from the within named Purchaser the within mentioned sum of Rs.11,72,000/- (Rupees eleven lac and seventy two thousand) towards full and final Consideration For Sale of the Said Property described in the **Schedule** above.

Rajjak Ali Mondal

Rajjak Ali Mondal
[As Constituted Attorney of the Vendor]

Witnesses:

Signature *Saapan*
Name *Saapan Kar*

Signature *Tanay Das*
Name *TANAY DAS*



Additional Registrar of Companies II, Kolkata
25/09/2008

A handwritten signature in blue ink is written over the date and partially over the text above it.

Receipt And Memo of Consideration of Confirming Party

Received from the within named Purchaser the within mentioned sum of Rs.3,03,000/- (Rupees three lac and three thousand) towards full and final of Nomination Charge of the Said Property described in the **Schedule** above.

Rajjak Ali Mondal

Rajjak Ali Mondal
[Confirming Party]

Witnesses:

Signature Tanay Das
Name TANAY DAS

Signature Amiran Chowdhury
Name AMIRAN CHOWDRURY



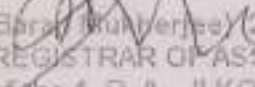
Additional Registrar of Assurance II, Kolkata

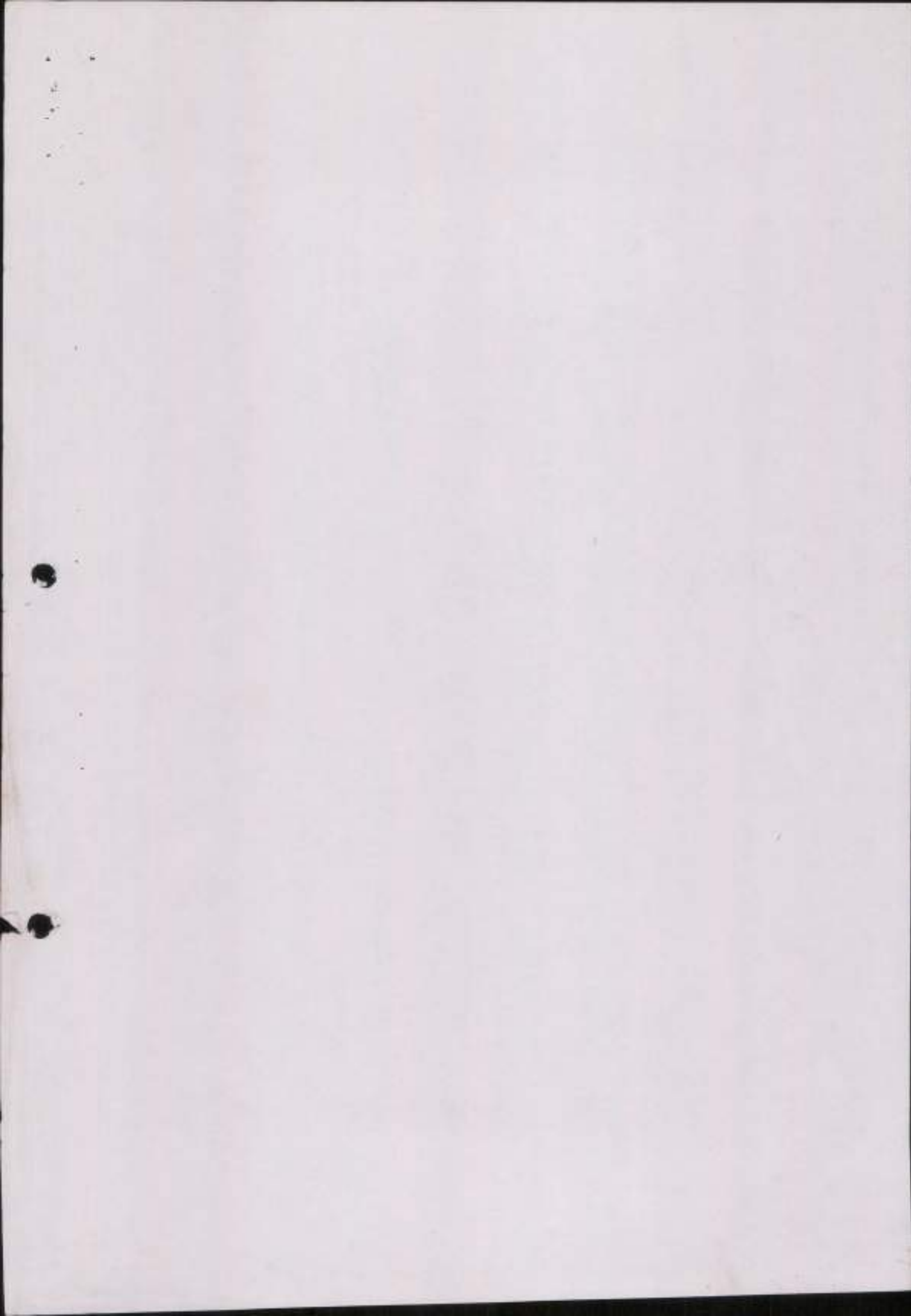
23 DEC 2009

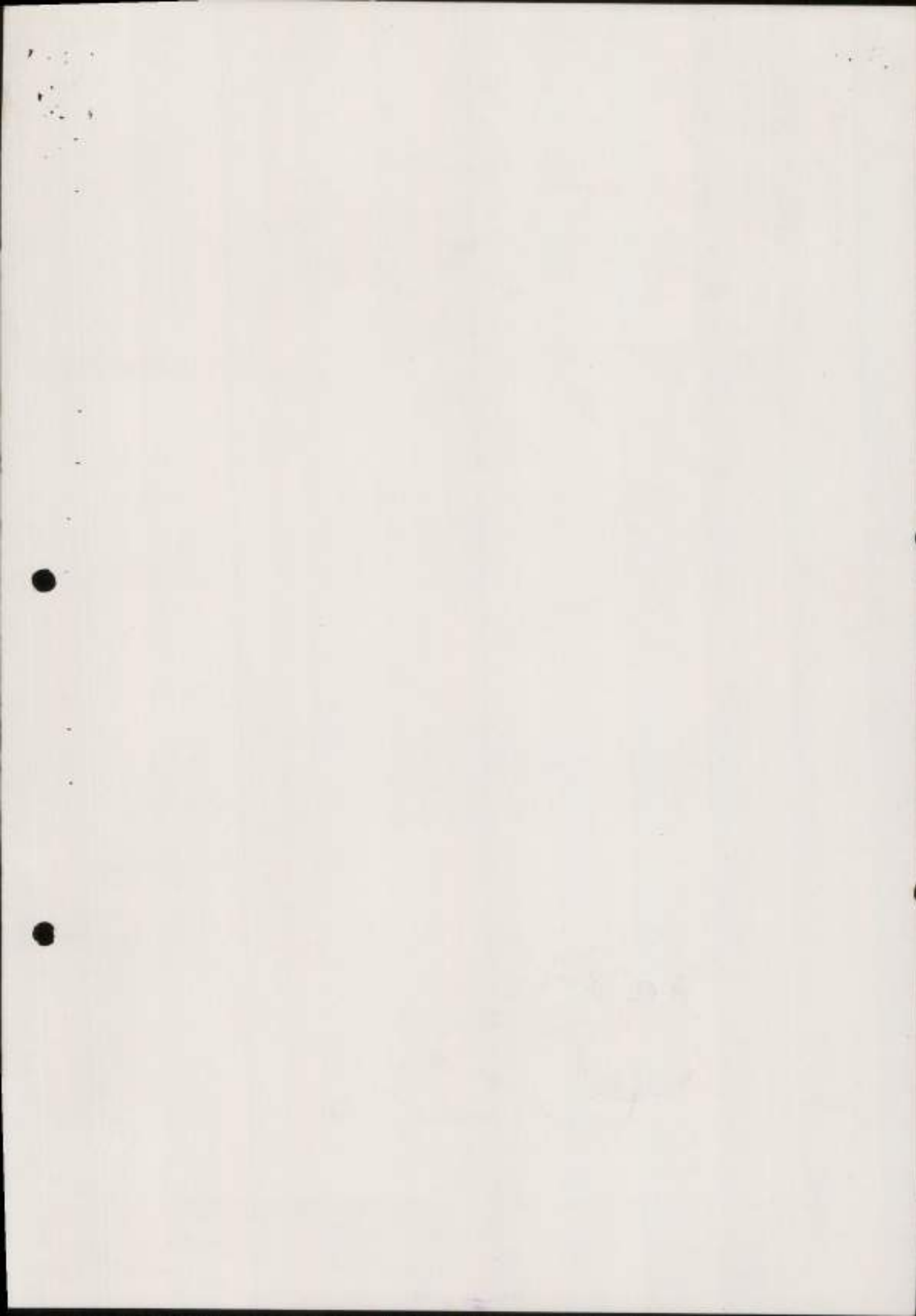
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 501
Page from 1014 to 1030
being No 14072 for the year 2009.




(Tarak Barua) (Number 25-February-2010)
ADDL REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal.





Dated 21st Day of December, 2009

Between

Nemai Chandra Mondal
... Vendor

And

Surlok Vanijya Private Limited
... Purchaser

And

Rajjak Ali Mondal
... Confirming Party

CONVEYANCE

R.S./L.R. Dag No. 496
Mouza Saha
District North 24 Parganas

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



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

Endorsement For Deed Number : I - 14072 of 2009
(Serial No. 10570 of 2009)

On 21/12/2009

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

Presented for registration at 16.02 hrs on :21/12/2009, at the Private residence by Umesh Kedia,Claimant.

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

Execution is admitted on 21/12/2009 by

1. Rajjak Ali Mondal, son of Dukha Ali Mondal , Hatiara Cal , Thana 0,Pin 700059, By Caste Muslim, By Profession : Others
 2. Umesh Kedia, Signatory, Surlok Vanijya Pvt Ltd, 11 Crooked Lane Cal, 700069, By Profession : Others
- Identified By Swapan Kar, son of R N Kar, 7c K S Roy Rd Cal ,Pin 700001,Thana: Harest, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

1. Rajjak Mondal, son of Dukha Ali Mondal , Hatiara Cal , Thana : 0, , Pincode : 700059, By Caste Hindu, By Profession : Others,as the constituted attorney of Nema Chandra Mondal is admitted by him.
- Identified By Swapan Kar, son of R N Kar, 7c K S Roy Rd Cal ,Pin 700001,Thana: Harest, By Caste: Hindu, By Profession: Service.

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

On 22/12/2009

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) = 16214/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 22/12/2009

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.-1475000/-

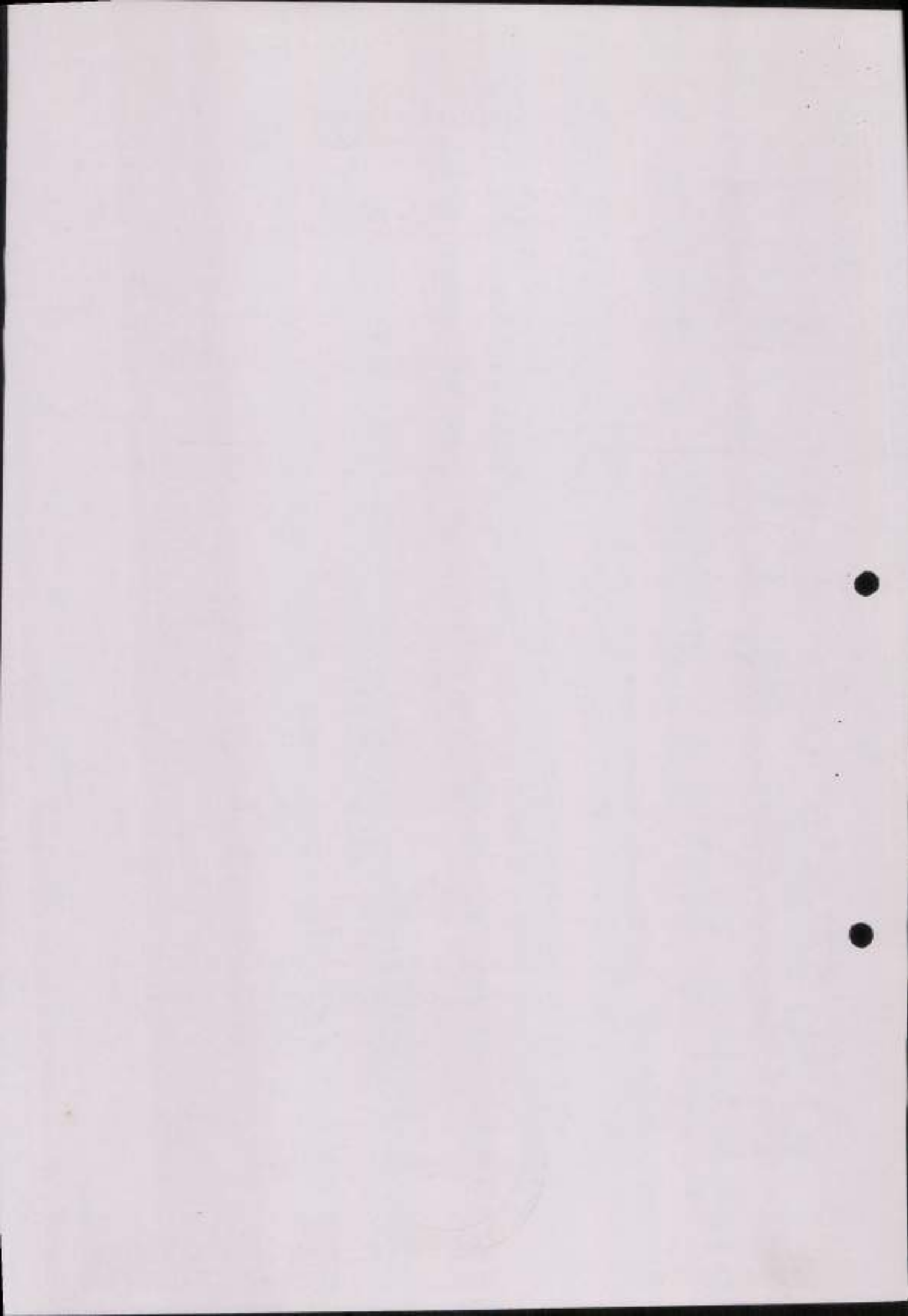
Certified that the required stamp duty of this document is Rs.- 88510 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 83520/- is paid 04133621/12/2009 State Bank Of India, KOLKATA, received on 22/12/2009



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






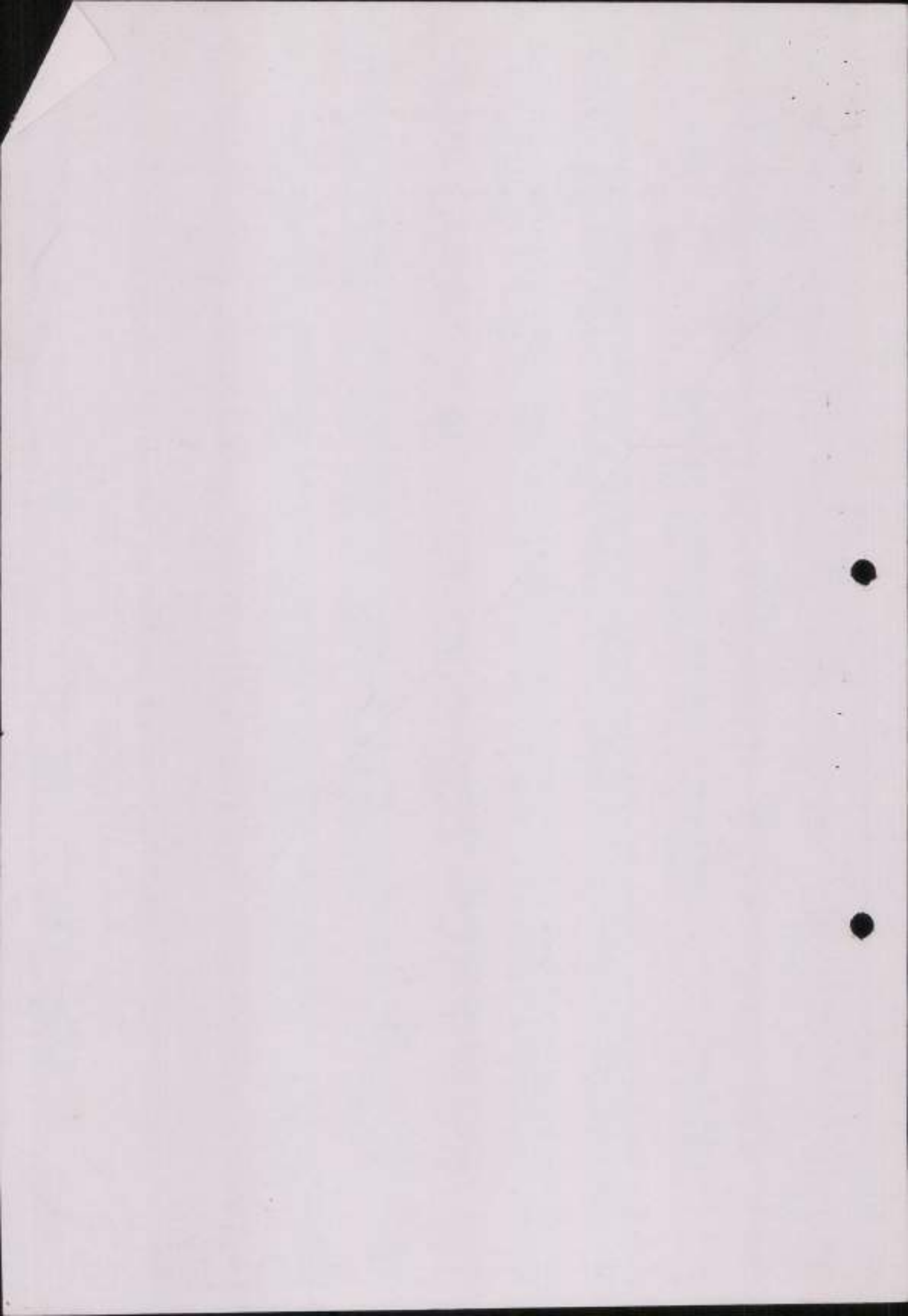
Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 14072 of 2009
(Serial No. 10570 of 2009)

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

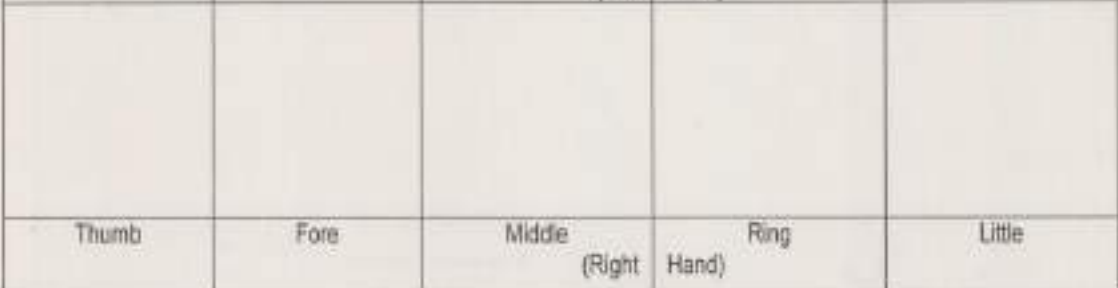

22.12.09
(Tarak Baran Mukherjee)

ADDL. REGISTRAR OF ASSURANCES-II



SPECIMEN FORM TEN FINGER PRINTS

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





ಅಧಿಕಾರಿಗಳಿಗೆ ಸೇವೆ ಸಲ್ಲಿಸುವುದಿಲ್ಲ

1 DEC 2009

*NDTI is omitted & completed Now to scan wanted
for only stamp paper.*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 28
Page from 7359 to 7372
being No 14072 for the year 2009.



[Signature]
[Tarak Earan Mukherjee] 23-December-2009
ADDL REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal

