

574/08

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ARA-II

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2012-11-30



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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No. P Vol. No. P Page 14017  
 Date 05/11 Year 2008 128-w  
 Is this Paper Issued  
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 Penalty Fee Urgent  
 Special Charge for Map or Plan

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4-w  
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20/12/11

[Signature]  
 ADDL. REGISTRAR OF ASSURANCES II  
 Kolkata

20/12/11

ADDL. REGISTRAR OF ASSURANCES II

Kolkata  
20/12/11

09 DEC 2013 10 DEC 2013

SL. NO. 7194 DATE.....  
NAME.....  
ADD.....  
AMT. 101

ASHOK DAS ASHOK DAS  
Alipore C. Advocate Advocate  
Alipore Criminal Court Alipore Criminal Court  
Kolkata-700 027 Kolkata-700 027

*Phosh*

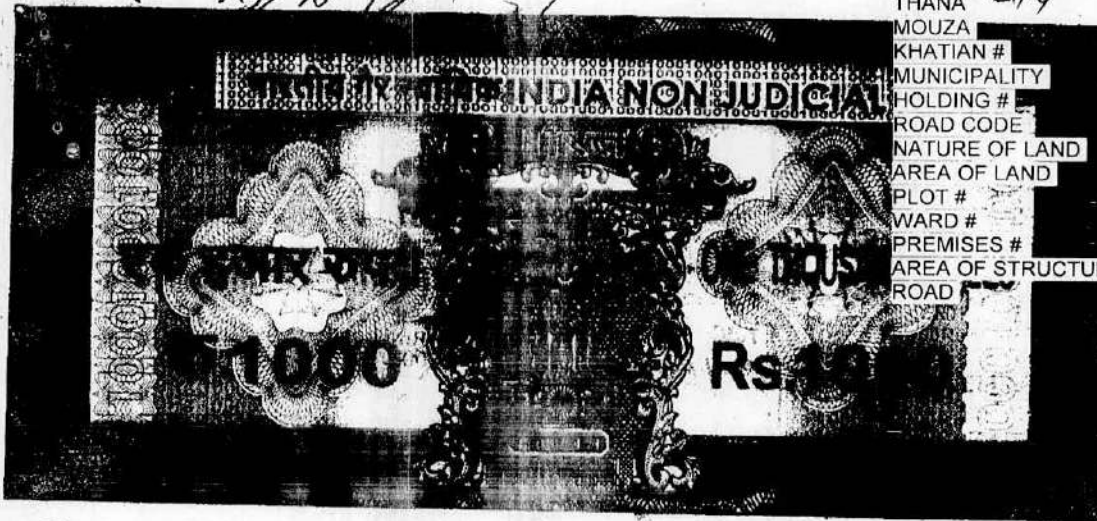
ASHOK DAS  
Advocate  
Alipore Criminal Court  
Kolkata-700 027

*Phosh*  
MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



80 2372 17 27

IMAGEBASE: igr1902 [52949]  
 DEED # = 2008100574  
 DISTRICT = Kolkata  
 THANA = Rajarhat  
 MOUZA = Salua  
 KHATIAN # = 148/54/99/182  
 MUNICIPALITY = Rajarhat Gopalpur  
 HOLDING # = 3  
 ROAD CODE =  
 NATURE OF LAND = 006  
 AREA OF LAND = 12.6  
 PLOT # = 496  
 WARD # =  
 PREMISES # =  
 AREA OF STRUCTURE = 0  
 ROAD =



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 624884

5-60  
713



Registered under  
 no. 1880 of 1964 dated 10-11-88  
 dt 30.12.88  
 Stamp Act 1899  
 Stamp duty by W. Bengal  
 Stamp Act 1899  
 No. 23, 50  
 5000  
 AD

880589, 882418

31/08  
38850+11450

Notary Public of No. 7128P  
 by Addl Registrar of Assurances  
 Kolkata  
 31/08 VT-1-08

CONVEYANCE

1. Date: 7<sup>th</sup> March 2007
2. Place: Kolkata
3. Parties:
- 3.1 Premalata Agarwal alias Anita Agarwal, wife of Ashok Kumar Agarwal, residing at SJ Road, Guwahati, District Kamrup, Assam 5 and presently residing at 20/IV, Motilal Basak Lane, Kolkata-700054 (Vendor, includes successors-in-interest)

A- 9889 -  
 C - 7 -  
 9 - 55 -  
 20 - 25 -  
 20 - 4 -  
 9780 -

9889  
 80,000  
 55  
 2  
 9760

9760 90

919  
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 919

100  
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 100

100-250







16 MAR 2007

150680

Sold to SAHA & RAY  
Advocates  
Address: 3rd Floor, Housing Chambers  
7C, Keshab Chandra Sen Road  
Kolkata - 700001.

541000 = 25000/-

54000/- N.K. VERMA

7th Floor  
N.K. Verma

N.K. Verma

9/3/07

Prem Lata Agarwal  
Alias Anita Agarwal



Prem Lata Agarwal @  
Anita Agarwal at 10 Ashok  
Kumar Agarwal at 53 Road  
Gurubahar at 20/11,  
Assam - 52 Prasad at 20/11,  
Mati Lal Basak Ave. Kol-50.

1/1/11's dispensed with

ARA II

Kamalendu Gupta  
At call Amalendu Gupta  
Dadhu  
Kol-136

Kamalendu Gupta  
At Late Amalendu Gupta  
Dadhu  
Kol-700136  
Bannem

9/3/07





पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

A 624885

And

- 3.2 **Sugandh Dealer Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072



150682

5 MAR 2007

Sold to SAHA & RAY  
(Advocate)  
Address 3rd Floor, Kestings Chambers  
700072 C. K. Saha Roy Road  
Kolkata 700001.

S 4 1000 = 5000

L. E. VERMA,  
MANAGER - SAHA



REGISTERED IN ASSURANCE





पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

A 624886

- 3.3 **Jagkalyan Marketing Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072



150680

26 MAR 2007

Sold to SAHA & RAY  
Advocates  
Address: 3rd Floor, Heering Chambers  
DC, Kirti Shankar Roy Road  
Kolkata - 700001

5 x 1000 = 5000/-

L. E. VERMA  
REGD. COMM. CLERK



REGISTRY OF COMPANIES  
KOLKATA





पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

A 624887

- 3.4 **Hamsafar Distributors Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072



150680

16 MAR 2007

No. 150680  
Sold to SAHA & RAY  
Advocates  
Address 3rd Floor, Hastings Chambers  
Kirta Shankar Roy Road  
Kolkata - 700001

5 X 1000 = 5000/-

L. S. VERMA,  
COURT CLERK.



Registrar of Assam  
Gauhati





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 624888

3.5 **Elegant Heights Private Limited**, a company incorporated under provisions of Companies Act, 1956, having its registered office at 7, Chitta Ranjan Avenue, Kolkata-700072

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

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



-150680

6 MAR 2007

No. \_\_\_\_\_  
Sold to **SAMA & RAY**  
Advocates  
Address: 3rd Floor, Hastings Chambers  
30b, 3rd Floor, Shankar Roy Road  
Kolkata - 700004.

← 150680/150680

**L. E. VISHKA,**  
MANAGER - GEN.



~~ASSISTANT MANAGER~~



**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

4. **Subject Matter of Conveyance:**
  - 4.1 **Said Property:** *Sahi* (agricultural) land measuring 12.6 (twelve point six) decimal out of 76 (seventy six) decimal, more or less, contained in R.S./L.R. *Dag* No.496, recorded in L.R. *Khatian* Nos.148, 54, 99 and 182, *Mouza* Salua, J.L. No.3, Police Station Rajarhat, 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 Said Property to the Vendor:** By a Deed of Conveyance dated 5<sup>th</sup> October 2005, registered in the office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No. 1, Volume No. 37, Pages 23 to 45, Being No. 00476 for the year 2006, Rina Rahut and Nripendra Kumar Rahut conveyed and transferred all their right, title and interest in *inter alia* 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.
  - 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
    - 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, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* 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 representation, warranty and covenant mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), have agreed to purchase the Said Property from the Vendor.
- 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 the *sali* (agricultural) land measuring 12.6 (twelve point six) decimal out of 76 (seventy six) decimal, more or less, contained in R.S/L.R *Dag* No.496, recorded in L.R. *Khatian* Nos.148, 54, 99 and 182, *Mouza* Sahua, J.L. No.3, Police Station Rajarhat, 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.8,80,000/- (Rupees eight lac and eighty thousand) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.
- 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, *debentures*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadas* 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.
- 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 her 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's title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at her own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 **Transfer of Property Act:** all obligation and duty of vendor and vendee as provided in the Transfer of Property Act, 1932, 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 which the Vendor hereby indemnifies and agrees 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 him in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and its 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 its 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 name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard.



Notwithstanding such grant of powers and authorities, 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 him, 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 12.6 (twelve point six) decimal out of 76 (seventy six) decimal, more or less, contained in R.S/L.R. Dag No.496, recorded in L.R. Khatai Nos.148, 54, 99 and 182, Mouza Sahia, J.L. No.3, Police Station Rajarhat, Additional District Sub-Registration Office Bidhanagar, District North 24 Parganas and the said Dag being butted and bounded as follows:

- On the North** : By R.S/L.R. Dag No. 496(P)
- On the East** : By R.S/L.R. Dag No. 496(P)
- On the South** : By R.S/L.R. Dag No. 496(P)
- On the West** : By R.S/L.R. Dag No. 496(P)

**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 Vendor has executed and delivered this Conveyance on the date mentioned above.

*Reem Lata Agarwal*  
*Alias Anita Agarwal*  
\_\_\_\_\_  
[Vendor]

**Witnesses:**

Signature *Kannabendu Gupta*  
Name *Kannabendu Gupta*  
Father's Name *Late Amalendu Gupta*  
Address *Basidura*  
*KOT-7001286*

Signature *Sourav Choudhary*  
Name *Sourav Choudhary*  
Father's Name *Dr. N. Choudhary*  
Address *Bani Pura*  
*KOZ-136*



**Receipt And Memo of Consideration**

Received from the within named Purchasers the within mentioned sum of Rs.8,80,000/- (Rupees eight lac and eighty thousand) 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. 603036	02.02.2007	Vijaya Bank, Brabourne Road Branch, Kolkata	7,00,000/-
Cash (Crop Loss)			1,80,000/-

Reem Lata Agarwal  
Alias Anita Agarwal























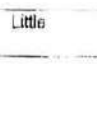

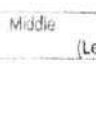
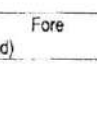

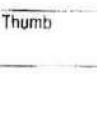

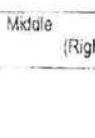
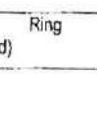

[Vendor]

**Witnesses:**

Signature	<u>Kamalendra Gupta</u>	Signature	<u>Swaraj Chatterjee</u>
Name	<u>Kamalendra Gupta</u>	Name	<u>Swaraj Chatterjee</u>



# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	<i>N.K. Agarwal</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
					(Right Hand)	
	<i>Prem Lal Agarwal</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little
					(Right Hand)	
		 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little
					(Right Hand)	

00574  
2008  
DATED 7<sup>th</sup> DAY OF March, 2007

Between

Premalata Agarwal alias Anita Agarwal  
... Vendor

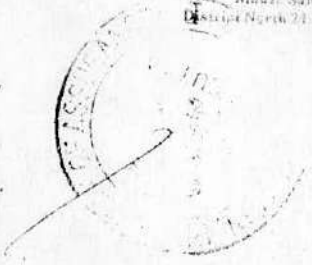
And

Sugandh Dealer Private Limited & Ors.  
... Purchasers

*UCC*

20-2-07 CONVEYANCE

R.S.L.B. Reg. No. 196  
Muzo Saha  
District North 24 Parganas



Saha & Ray  
Advocates  
70/1, ...  
Hastings Chambers  
70, Kuanbar Road  
Kolkata-700001



CERTIFIED TO BE A TRUE COPY

ADDL. REGISTRAR OF ASSURANCES-II  
KOLKATA

20/12/11