

পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

K 344288

09.03.11

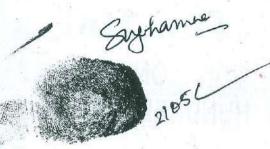
Certified that the Document is admitted to Registration. The Sign Ryre Sheet and the endorsement sheet water of to this document are the part of this Document

11.03.11

March Two Thousand Eleven THIS DEED OF CONVEYANCE made this T day of BETWEEN NARUL MONDAL (alias Mandal NarulHaque) son of Late Moksed Mondal (alias Mader)

PM due U/4, 1000 Per Bearing

208288



Sulfaments Signatory

FLOWERS VINIMAY PVT. LTD. Authorised Signatory

SITARAM VINCOM PYT. LTD.

Authorised Signatory

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Identified by me Many Malah. Slo. Late . Nathin Malak . &B, K-S-Roy Road Kelletar 700001 Occupation-service

Salaogi & Co. Advocales 7B Free Huaw ni Chember ADD/ADV..... - 1 MAR 2041 SURANJAN MUKHERJEE Licensed Stamp Vendor
C. C. Court
S. Ray Road

siding at son of Late Moksed Mondal residing at Atghara, Majherpara, P.O.R-Gopalpur, P.S.Baguihati, Kolkata 700@136, North 24 Parganas, hereinafter referred to as "the VENDOR" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives successors executors and administrators) of the ONE PART AND (1) SIMPLE DEALMARK PRIVATE LIMITED (PAN No.AAOCS9491E), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2<sup>nd</sup> Floor, Room No.4, Kolkata 700012, (2) SITARAM VINCOM PRIVATE LIMITED (PAN No.AAOCS9494B), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, and (3) FLOWERS VINIMAY PRIVATE LIMITED (PAN No.AABCF6201G), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, all represented by their Authorised Signatory, Mr.Sunil Kumar Loharuka son of Late Ram Bhagat Loharuka and residing No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata -700059, all hereinafter collectively referred to as "the PURCHASER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors in office and/or assigns) of the OTHER PART:

#### WHEREAS:

- A. The Vendor herein has held out, represented before and assured the Purchasers, inter alia, as follows:
  - That one Babu Lal Tarafdar was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to FIRSTLY ALL THAT the piece or parcel of land containing an area of 04 Sataks (being 1/3<sup>rd</sup> share out of total area of 12 Sataks comprised in the concerned Dag) in R.S. & L.R. Dag No.550 AND SECONDLY ALL THAT the piece or parcel of land containing an area of 3.33 Sataks (being 1/3<sup>rd</sup> share out of total area of 10 Sataks comprised in the concerned Dag) in R.S. & L.R. Dag No.709, recorded in L.R.Khatian No.531 (corresponding to R.S.Khatian No.368), in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever;
  - ib) That under and by virtue of another Saaf Kobala (in Bengali) dated 5<sup>th</sup> August 1986 and registered in the office of District Sub Registrar-Barasat, North 24 Parganas and recorded in Book No.I Volume No.37 Pages 108 to 113 Being No.2673 for the year 1986, the said Babu Lal Tarafdar for the consideration mentioned therein purchased from his brother Ombar Ali Tarafdar, amongst other properties, ALL THAT 1 (one) Satak of land (out of Ombar's total share of 4.00 Sataks) in the said Dag No.550, recorded under L.R,Khatian No.11, absolutely and forever;
  - ic) In the events aforesaid, by virtue of the above purchase, Babu Lal Tarafdar became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to ALL THAT the 5 Satak of land (out of total area of 12 Sataks comprised in the said Dag) in the said Dag No.550, recorded under L.R.Khatian Nos.531 and 11, absolutely and forever;
  - id) That under and by virtue of a Hebanama/Deed of Gift (in Bengali) dated 16<sup>th</sup> March 1990 and registered in the office of District Sub Registrar-Bidhannagar (Salt Lake City), and recorded in Book No.I Volume No.44 Pages 303 to 310 Being No.2066 for the year 1990 the said Babulal Tarafdar out of natural love and affection gifted to his



2 sons & 3 daughters namely Samsuddin Tarafdar, Johar Ali Tarafdar, Sabila Bibi, Halima Bibi & Saleha Bibi (excluding his one son namely Motalab Tarafdar), amongst other properties, ALL THAT his entire share in the said Dag No.550 recorded in L.R.Khatian Nos.531 & 11, in Mouza Atghara, absolutely and forever;

- That under and by virtue of a Saaf Kobala (in Bengali) dated 19<sup>th</sup> April 1990 and registered in the office of District Sub Registrar-Barasat, North 24 Parganas and recorded in Book No.I Volume No.58 Pages 135 to 142 Being No.2620 for the year 1990 the said Samsuddin Tarafdar (being one of the son of Babulal Tarafdar) for the consideration mentioned therein sold transferred, granted and conveyed unto and to his 2 sons and 2 daughters namely Abdul Aziz Tarafdar, Allauddin Tarafdar, Hazara Bibi (alias Hajira Bibi Gazi) & Rasida Bibi, amongst other properties, ALL THAT an area of 1.42857 Sataks of land (being his 2/7<sup>th</sup> share in the said 5 sataks owned by his father BabuLal Tarafdar), recorded in L:R.Khatian Nos.531 & 11, in Mouza Atghara, absolutely and forever.
- That under and by virtue of another Saaf Kobala (in Bengali) dated 22<sup>nd</sup> September, 1967 and registered in the office of Additional District Sub Registrar-Cossipur, DumDum, North 24 Parganas and recorded in Book No.I Volume No.117 Pages 90 to 92 Being No.8121 for the year 1967, the said Babu Lal Tarafdar for the consideration mentioned therein purchased (C.S.Dag No.718) and also exchanged (C.S.Dag No.539) from one Jamat Ali Mondal, amongst other properties, FIRSTLY ALL THAT the piece or parcel of land containing an area of 6 Sataks (out of total area of 10 sataks comprised in the concerned Dag) more or less situate and lying at and being the divided and demarcated part and portion of C.S. Dag No.718, recorded in C.S.Khatian No.341 (Sabek Jamindar Khatian No.333), SECONDLY ALL THAT the piece or parcel of land containing an area of 1 Satak more or less situate and lying at and being the entirety of C.S. Dag No.539 (in exchange of an area of 1 Satak comprised in C.S.Dag No.489), recorded in C.S.Khatian No.67, in Mouza Atghara, absolutely and forever;
- iib) That the said Jamat Ali Mondal became owner of the said 6 Sataks in the said C.S.Dag No.718, by virtue of the inheritance from his father Chhamiruddin Mondal and mother Chayera Khatun Bibl and by virtue of purchase of the entire share of his sister Achiya or Achima Khatun;
- That the said C.S.Dag Nos.718 and 539, subsequently renumbered as **R.S. and L.R Dag Nos.708 and 525** respectively and the names of the said Jamat Ali Mondal, mother Chayera Khatun Bibi and sister Achiya or Achima Khatun continues to be recorded as the owners / raiyats in the L.R.Records of Rights under L.R.Khatian Nos.353, 346 and 33 respectively (Corresponding to C.S.Khatian Nos.341 & 67), absolutely and forever;
- that the said Babu Lal Tarafdar and his wife Bakuljan Bibi, both were Muslim governed by Mohammedan Law died intestate during the year 1994, leaving behind them surviving their three sons namely, (1) Samsuddin Tarafdar, (2) Motalab Tarafdar and (3) Johar Ali Tarafdar and three daughters namely (4) Sabila Bibi, (5) Halima Bibi & (6) Saleha Bibi as their only heirs heiresses and legal representatives, who all upon their death inherited and became entitled to the said 10.33 Sataks in R.S. & L.R. Dag Nos.709, 708 & 525 recorded in L.R.Khatlan Nos.531, 353, 346 and 33, absolutely and forever;

23

- In the events aforesaid, Samsuddin Tarafdar, Johar Ali Tarafdar, Motalab Tarafdar, Sabila Bibi, Halima Bibi & Saleha Bibi (all being heirs of Late Babu Lal Tarafdar), Abdul Aziz Tarafdar, Allauddin Tarafdar, Hazara Bibi and Rasida Bibi (all being heirs of Samsuddin Tarafdar and grandchildren of BabuLal Tarafdar) became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / ralyats, amongst other properties, to Firstly All That the piece or parcel of land containing an area of 05 Sataks in R.S. & L.R. Dag No.550 Secondly All That the piece or parcel of land containing an area of 3.33 Sataks in R.S. & L.R. Dag No.709, Thirdly All That the piece or parcel of land containing an area of 6 Sataks in R.S. & L.R. Dag No.708 And Fourthly All That the piece or parcel of land containing an area of 1 Satak in R.S. & L.R. Dag No.525, in Mouza Atghara, absolutely and forever;
- viii) The Vendor herein was the Bargadar in the said Dag Nos.550, 709, 708 & 525;
- That by an Indenture of Conveyance dated 5th January 11 and registered with ix) the Registrar of ARA-TI, Kalkata in Book No. T , Volume No. - Pages to \_\_\_\_\_ Being No. 3308 for the year 2011 , the said Samsuddin Tarafdar, Johar Ali Tarafdar, Motalab Tarafdar (all being the 3 sons of Late Babu Lal Tarafdar, except the 3 daughters of Late Babu Lal Tarafdar), Abdul Aziz Tarafdar, Allauddin Tarafdar, Hazara Bibi and Rasida Bibi (all being heirs of Samsuddin Tarafdar and grandchildren of BabuLal Tarafdar) for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Narul Mondal (being the Vendor herein) FIRSTLY ALL THAT the piece or parcel of land containing an area of 2.85714 Sataks (shares of Johar Ali Tarafdar and heirs of Samsuddin Tarafdar) in R.S. & L.R. Dag No.550, recorded in L.R.Khatian Nos.531 & 11, SECONDLY ALL THAT the piece or parcel of land containing an area of 2.22 Sataks (shares of Samsuddin Tarafdar, Johar Ali Tarafdar & Motalab Tarafdar) in R.S. & L.R. Dag No.709, recorded in L.R.Khatian No.531, THIRDLY ALL THAT the piece or parcel of land containing an area of 4 Sataks (shares of Samsuddin Tarafdar, Johar Ali Tarafdar & Motalab Tarafdar) in R.S. & L.R. Dag No.708, recorded in L.R.Khatian Nos:353, 346 & 33, AND FOURTHLY ALL THAT the piece or parcel of land containing an area of 0.6666 Sataks (shares of Samsuddin Tarafdar, Johar Ali Tarafdar & Motalab Tarafdar) in R.S. & L.R. Dag No.525, recorded in L.R.Khatian Nos.353, 346 & 33, all in Mouza Atghara, all aggregating to a total area of 9.74374 Sataks, absolutely and forever, morefully described in the SCHEDULE hereunder written (and hereinafter for the sake of brevity referred to as "the SAID PROPERTY");
- x) Consequent to such sale, the rights of the Vendor herein as Bargadar in respect of the said Property stood merged and/or extinguished forever in the ownership / raiyati thereof and the Vendor herein became the sole and absolute owner / raiyat of the said Property.
- xi) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- xii) That the Vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction



claim or objection whatsoever from any person or persons and that the Vendor has been using the same for their personal use and cultivation;

- xiii) That the Vendor never held nor hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xiv) That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the HIDCO or the Government or any other Public Body or Authority;
- xv) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xvi) That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xvii) That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the said Property unto and in favour of the Purchaser;
- xviii) That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor are the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person can claim any right title or interest whatsoever in the said Property or any part thereof;
- That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgment of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.

- B) The Vendor, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure the ALL THAT said Property to the Purchaser and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the said Property from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.
- C) The Purchaser has at or before execution of this deed of sale paid to the Vendor the entire amount of the said mutually agreed consideration and has called upon the Vendor to grant this conveyance in favour of the Purchaser.
- NOW THIS INDENTURE WITNESSETH as follows: That in pursuance of the said agreement Ι. and in consideration of the sum of Rs.23,57,985/= (Rupees twenty-three lacs fifty-seven thousand nine hundred eighty-five) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchasers and the said Property) the Vendor doth hereby Indefeasibly unconditionally and absolutely grant sell convey transfer assign and assure unto and to the Purchasers ALL THAT the said Property, fully described in the SCHEDULE hereunder written, and all ownership share portions rights title and interest therein of the Vendor and/or his predecessors in title in the aforesaid Dags with all ownership rights title and interest to own hold possess use and enjoy the same TOGETHER WITH all ownership share rights title and interest whatsoever or howsoever of the Vendor in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith TOGETHER WITH all legal incidents thereof AND reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof AND all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases

ccupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

### II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:

- (i) THAT notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) AND THAT 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 whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) AND THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) AND THAT the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands 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.
- (v) AND THAT the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be 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 or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and Indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.
- (vi) AND THAT the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly



assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.

- (vii) AND THAT the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers produce or cause to be produced to the Purchasers or its agent or agents or any person or persons as the Purchasers may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the Vendor to the Purchasers, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchasers and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.
- (viii) AND THAT the Vendor has requested and requisitioned the Purchasers to make payment of the part / entire consideration in cash and accordingly at such request of the Vendor, the Purchasers have made payment of the part / entire consideration in cash to the Vendor, if and as per memo written hereinbelow.
- (ix) AND ALSO THAT the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and the Purchasers's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or the Purchasers's successors or successors in title or interest by reason of any defect in the title of the Vendor to the said Propery or any of them or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchasers being found to be untrue, incorrect, false or misleading.

# III. AND THE VENDOR DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS as follows:

- i) THAT the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchasers and the Vendor shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;
- ii) AND THAT the said Property are under the Vendor's own direct possession / cultivation and that there is no Bargadar or Bhag Chasi in the said Property or any part thereof;
- iii) AND THAT the Vendor had first offered the said Property to the respective owners of properties contiguous and/or adjacent to the said Property and that upon their refusal to purchase the same, the Vendor herein has approached and negotiated with the Purchasers herein for the sale and transfer of the said Property to the Purchasers. The Vendor doth hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchasers herein against all claims, demands, injury, lis or any other harmful action against the Purchasers by any person claiming any right on the said Property.



and THAT the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchasers herein from time to time for having the name of the Purchasers mutated in respect of the said Property hereby sold and conveyed;

# THE SCHEDULE ABOVE REFERRED TO: (said Property)

FIRSTLY ALL THAT the piece or parcel of land recorded as "Sali" containing an area of 2.85714 Sataks situate and lying at and being the divided and demarcated part and portion of in R.S. & L.R. Dag No.550, recorded in L.R.Khatian Nos.531 (in name of Babu Lal Tarafdar) & 11 (in name of Ombar Ali Tarafdar) AND SECONDLY ALL THAT the piece or parcel of land recorded as "Sali" containing an area of 2.22 Sataks situate and lying at and being the divided and demarcated part and portion of in R.S. & L.R. Dag No.709, recorded in L.R.Khatian No.531 (corresponding to R.S.Khatian No.368), THIRDLY ALL THAT the piece or parcel of land recorded as "Sali" containing an area of 4 Sataks situate and lying at and being the divided and demarcated part and portion of R.S. & L.R. Dag No.708, recorded in L.R.Khatian Nos.353 (in name of Jamat Ali Mondal), 346 (in name of Chayera Khatun Bibi) & 33 (in name of Achiya or Achima Khatun) (Corresponding to C.S.Khatian Nos.341 & Jamindar Khatian No.333), AND FOURTHLY ALL THAT the piece or parcel of land recorded as "Sali" containing an area of 0.6666 Sataks situate and lying at and being the divided and demarcated part and portion of R.S. & L.R. Dag No.525, recorded in L.R.Khatian Nos.353, 346 & 33 (Corresponding to C.S.Khatian No.67), in Mouza Atghara, absolutely and forever, all aggregating to a total area of 9.74374 Sataks, in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed VENDOR at Kolkata in the presence of:

यांगल अविल

D Mans Mahah.

2) Suranit Sen.

the contents of this document in Bengali/

Abdul Azif Tarof O.

SIGNED SEALED AND DELIVERED by the abovenamed PURCHASERS at Kolkata in the presence of:

) mang mahabo. 4B, K. C. ROY ROAD Kolkata-Joood

3) Sureyil Su. 7B. K. S. Roy Road. Kolkata. Forod. SIMPLE DEALMARK PVT. LTD.

Authorised Signatory

STARAM VINCOM PVT. LTD.

Authorised Signatory

FLOWERS VINIMAY PVT. LTD.

Authorised Signatory

#### RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchasers the withinmentioned sum of Rs.23,57,985/= (Rupees twenty-three lacs fifty-seven thousand nine hundred eighty-five) only being the consideration in full payable under these presents as per memo written hereinbelow:

#### MEMO OF CONSIDERATION:

1. By Cash...

Rs.23,57,985/=

Rs.23,57,985/=

(Rupees twenty-three lacs fifty-seven thousand nine hundred eighty-five) only

of scor 29 2 al

WITNESSES:

1) Marsi Mahah.
2) Sweit Sm.
Drafted By:

File Name: Dag-550+709+708+525\_FromBarga-NarulMondal-to-Modi+LoharukaGroup-Con-2\_WTO



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

Endorsement For Deed Number: I - 03310 of 2011 (Serial No. 02936 of 2011)

on

Payment of Fees:

On:09/03/2011

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

Presented for registration at 18.00 hrs on :09/03/2011, at the Private residence by Sunil Kumar Loharuka ,Claimant.

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

Execution is admitted on 09/03/2011 by

- Narul Mondal Alias Mandal Narul Haque, son of Late Moksed Mondal, Atghara, Majher Para, Kol, Thana:-Bagdah, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-R- Gopalpur Pin:-700136, By Caste Muslim, By Profession: Others
- 2. Sunil Kumar Loharuka

Authorised Signatory, Simple Dealmark Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700012.

Authorised Signatory, Sitaram Vincom Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700012.

Authorised Signatory, Flowers Vinimay Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700012.

By Profession: Others

Identified By Manoj Mahato, son of Late N Mahato, 7 B, Kiron Sankar Roy Road(Hastings Street), Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700001, By Caste: Hindu, By Profession: Service.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

### On 10/03/2011

### 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.-2295978/-

Certified that the required stamp duty of this document is Rs.- 137769 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES

TRAR OF ASSURANCES-II

11/03/2011 15/47 00



# **Government Of West Bengal**

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

Endorsement For Deed Number: I - 03310 of 2011 (Serial No. 02936 of 2011)

# On 11/03/2011

# 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:

Amount By Cash

Rs. 25336/-, on 11/03/2011

(Under Article: A(1) = 25245/-, E = 7/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 11/03/2011)

# Deficit stamp duty

Deficit stamp duty

- Rs. 2800/- is paid10030410/03/2011State Bank of India, TEGHORIA RAGHUNATHPUR, received on 11/03/2011
- Rs. 45000/- is paid10023508/03/2011State Bank of India, TEGHORIA RAGHUNATHPUR, received on 11/03/2011
- Rs. 45000/- is paid10023408/03/2011State Bank of India, TEGHORIA RAGHUNATHPUR, received on 11/03/2011
- Rs. 45000/- is paid10023608/03/2011State Bank of India, TEGHORIA RAGHUNATHPUR, received on 11/03/2011

( Sudhakar Sahu ) ADDL. REGISTRAR OF ASSURANCES-II

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( Sudhakar Sahu ) AR OF ASSURANCES-II

2/08/2015 15 27:00

Signature of the executants / and/or Purchaser		<u> </u>	1	=1	1
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# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 14 Page from 256 to 271 being No 03310 for the year 2011.



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(Sudhakar Sahu) 21-March-2011 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal



वुङ्ग पश्चिम बंगाल WEST BENGAL

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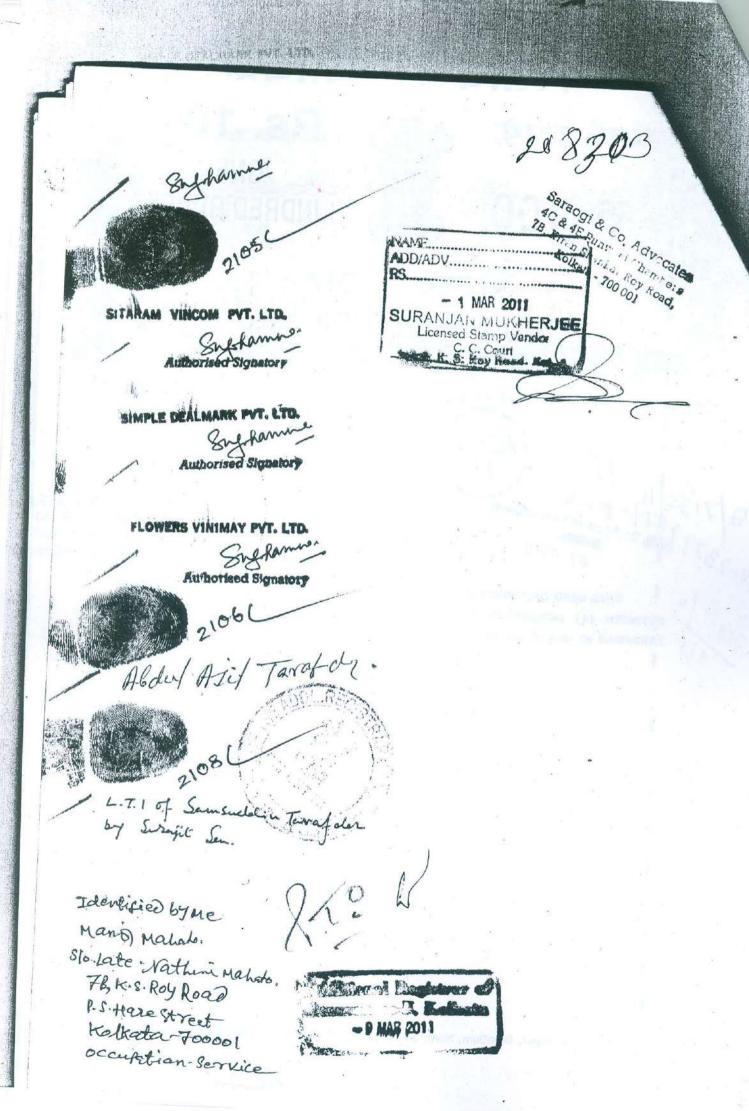
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THIS DEED OF CONVEYANCE made this \_ BETWEEN (1) SAMSUDDIN TARAFDAR, (2) JOHAR ALI TARAFDAR, (3) MOTALAB TARAFDAR all sons of Late Babu Lal Tarafdar and all residing at Village Atghara, Police Station

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Rajarhat, District North 24 Parganas, (4a) ABDUL AZIZ TARAFDAR, (4b) ALLAUDDIN TARAFDAR both sons of Samsuddin Tarafdar and grand sons of BabuLal Tarafdar (4c) HAZARA BIBI wife of Noor Ahammed and daughter of Samsuddin Tarafdar and (4d) RASIDA BIBI wife of Ali Akbar and daughter of Samsuddin Tarafdar, residing at Village Atghara, Police Station Rajarhat, District North 24 Parganas, all hereinafter collectively referred to as "the VENDORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs legal representatives successors executors and administrators) of the ONE PART AND (1) SIMPLE DEALMARK PRIVATE LIMITED (PAN No.AAOCS9491E), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2nd Floor, Room No.4, Kolkata 700012, (2) SITARAM VINCOM PRIVATE LIMITED (PAN No.AAOCS9494B), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2<sup>nd</sup> Floor, Room No.4, Kolkata 700012, and (3) FLOWERS VINIMAY PRIVATE LIMITED (PAN No.AABCF6201G), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.46 B.B Ganguly Street, 2<sup>nd</sup> Floor, Room No.4, Kolkata 700012, all represented by their Authorised Signatory, Mr.Sunil Kumar Loharuka son of Late Ram Bhagat Loharuka and residing No.DC 9/28 Shastri Bagan, Deshbandhu Nagar, Kolkata - 700059, all hereinafter collectively referred to as "the PURCHASER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors in office and/or assigns) of the OTHER PART:

#### WHEREAS:

- A. The Vendors herein have held out, represented before and assured the Purchaser, inter alia, as follows:
  - That one Babu Lal Tarafdar was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to ALL THOSE the various pieces or parcels of land, comprised in various Dags, recorded in L.R.Khatian No.531 (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	Nature of Land	L.R. Khatian No.	Total Area in Dag (in Satak)	Share of Babu Lal Tarafdar	Area Recorded (In Satak)	Area Owned by Babu Lal Tarafdar (in Satak)
508	Danga		06	0.3333	2.00	2.000
509	Danga		03	0.3333	1.00	1.000
530	Sali		05	0.3333	2.00	1.666
720	Sali	531	08	0.3333	3.00	2.666
721	Sali		07	0.3333	3.00	2.333
730	Danga		02	0.3333	0.00	0.666
			Total:			10.331

That under and by virtue of another Saaf Kobala (in Bengali) dated 22<sup>nd</sup> September, 1967 and registered in the office of Additional District Sub Registrar-Cossipur, DumDum, North 24 Parganas and recorded in Book No.I Volume No.117

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Pages 90 to 92 Being No.8121 for the year 1967, the said Babu Lal Tarafdar for the consideration mentioned therein purchased from one Jamat Ali Mondal, amongst other properties, **ALL THAT** the piece or parcel of land containing an area of **2.4 Sataks** (out of total area of 4 sataks comprised in the concerned Dag) more or less situate and lying at and being the divided and demarcated part and portion of **C.S. Dag No.732**, recorded in C.S.Khatian No.341 (Sabek Jamindari Khatian No.333), in Mouza Atghara, absolutely and forever;

- iib) That the said Jamat Ali Mondal became owner of the said **2.4 Sataks** in the said Dag, by virtue of the inheritance from his father Chhamiruddin Mondal and mother Chayera Khatun Bibi and by virtue of purchase of the entire share of his sister Achiya or Achima Khatun;
- That the said C.S.Dag No.732, subsequently renumbered as R.S. and L.R Dag No.723 and the name of the said Jamat Ali Mondal continues to be recorded as the owner / raiyat in the L.R.Records of Rights under L.R.Khatian No.353 (Corresponding to C.S.Khatian No.341 Sabek Jamindari Khatian No.333), absolutely and forever;
- That under and by virtue of a Saaf Kobala (in Bengali) dated 5<sup>th</sup> August 1986 and registered in the office of District Sub Registrar-Barasat, North 24 Parganas and recorded in Book No.I Volume No.37 Pages 101 to 107 Being No.2672 for the year 1986 the said Babulal Tarafdar for the consideration mentioned therein sold transferred, granted and conveyed unto and to his brother Ombar Ali Tarafdar, amongst other properties, FIRSTLY ALL THAT the piece or parcel of land containing an area of 1 (one) Satak (out of his total share of 2 Sataks in the concerned Dag) in the said R.S. & L.R. Dag No.508, SECONDLY ALL THAT the piece or parcel of land containing an area of 0.75 Satak (out of his total share of 1.666 Sataks in the concerned Dag) in the said R.S. & L.R. Dag No.530 AND THIRDLY ALL THAT the piece or parcel of land containing an area of 2.33 Satak (being his full share in the concerned Dag) in the said R.S. & L.R. Dag No.721, absolutely and forever.
- iv) That under and by virtue of another Saaf Kobala (in Bengali) dated 5<sup>th</sup> August 1986 and registered in the office of District Sub Registrar-Barasat, North 24 Parganas and recorded in Book No.I Volume No.37 Pages 108 to 113 Being No.2673 for the year 1986, the said Babu Lal Tarafdar for the consideration mentioned therein purchased from his brother Ombar Ali Tarafdar, amongst other properties, ALL THAT 1 (one) Satak of land (being Ombar Ali Tarafdar's full share in the concerned Dag) in the said Dag No.509, recorded under L.R.Khatian No.11, absolutely and forever.
- In the events aforesaid, by virtue of the above sale and purchase, Babu Lal Tarafdar became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to ALL THOSE the various pieces or parcels of land comprised in various Dags, recorded in L.R.Khatian Nos.531 (recorded in the name of Babu Lal Tarafdar) & 11 (recorded in the name of Ombar Ali Tarafdar) (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, absolutely and forever, full details whereof are mentioned hereinbelow:

A.

R.S/L.R. Dag No.	Nature of Land	L.R. Khatian No.	Total Area in Dag (in Satak)	Area Owned by Babu Lal Tarafdar (in Satak)	
508	Danga		06	1.000	
509	Danga	531, 11 &	03	2.000	
530	Sali		05	0.916	
720	Sali		531, 11 & 353	08	2.666
721	Sali	333	07	Nil	
730	Danga		02	0.666	
723	723 Sali		04	2.000	
		Total:		9.250	

That under and by virtue of a Hebanama/Deed of Gift (in Bengali) dated 16<sup>th</sup> March 1990 and registered in the office of District Sub Registrar-Bidhannagar (Salt Lake City), and recorded in Book No.I Volume No.44 Pages 303 to 310 Being No.2066 for the year 1990 the said **Babulai Tarafdar** out of natural love and affection gifted to his 2 sons & 3 daughters namely Samsuddin Tarafdar, Johar Ali Tarafdar, Sabila Bibi, Halima Bibi & Saleha Bibi (excluding his one son namely Motalab Tarafdar), amongst other properties, **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded in **L.R.Khatian Nos.531** (recorded in the name of Babu Lai Tarafdar) & **11** (recorded in the name of Ombar Ali Tarafdar) (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, absolutely and forever, full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	Nature of Land	L.R. Khatian No.	Total Area in Dag (in Satak)	Area Owned by Babu Lal Tarafdar (in Satak)	Area Gifted by Babu Lai Tarafdar (in Satak)
508	Danga	531 & 11	06	1.000	2.000
509	Danga		03	2.000	1.000
720	Sali		08	2.666	2.666 (therein stated as 03 Sataks)
730 .	0 . Danga		02	0.666	0.666
	Tota	al:	6.332	6.332	

- That under the above Deed No.2066 of 1990, there was an excess Gift made by Babulal to his five heirs in Dag No.508, in which he inherited 02 satak being 1/3<sup>rd</sup> share (out of total area of 06 Sataks) and 01 sataks he sold to his brother Ombar Ali Tarafdar vide Deed No.2672 dt.5/8/1986, as such he could be owner of 01 Sataks, whereas he gifted 02 Sataks (hence excess Gift of 01 Satak in Dag No.508), As such the said five heirs of Babu Lal Tarafdar (except Motalab Tarafdar) were also gifted an excess area of 01 Satak. Accordingly said five heirs of Babu Lal Tarafdar (except Motalab Tarafdar) are conveying the actual area (i.e. after excluding the said excess area of 01 Satak) to the Purchaser herein alongwith other Dags and confirming that they have no claim over the excess area and the claim if any stands transferred assigned released and relinquised in favour of the Purchaser.
- vi) That under and by virtue of a Saaf Kobala (in Bengali) dated 19<sup>th</sup> April 1990 and registered in the office of District Sub Registrar-Barasat, North 24 Parganas and

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recorded in Book No.I Volume No.58 Pages 135 to 142 Being No.2620 for the year 1990 the said **Samsuddin Tarafdar** (being one of the son of Babulal Tarafdar) for the consideration mentioned therein sold transferred, granted and conveyed unto and to his 2 sons and 2 daughters namely **Abdul Aziz Tarafdar**, **Allauddin Tarafdar**, **Hazara Bibi & Rasida Bibi** (all being the Vendor Nos.4a to 4d herein) amongst other properties, **ALL THAT** his 2/7<sup>th</sup> share in the said 6.332 sataks of land gifted by his father BabuLal Tarafdar to him along with his other brothers & sisters (except Motalab Tarafdar) in the various Dags, recorded in **L.R.Khatian Nos.531** (recorded in the name of Babu Lal Tarafdar) & **11** (recorded in the name of Ombar Ali Tarafdar) (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, absolutely and forever.

Vii) In the events aforesaid, Johar Ali Tarafdar, Sabila Bibi, Halima Bibi and Saleha Bibi (being the heirs of Babu Lal Tarafdar except Motalab Tarafdar) and the four heirs of Samsuddin Tarafdar (vide Purchase Deed No.2620/1990) became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners / raiyats, amongst other properties, to ALL THOSE the various pieces or parcels of land comprised in various Dags, recorded in L.R.Khatian Nos.531 (recorded in the name of Babu Lal Tarafdar) & 11 (recorded in the name of Ombar Ali Tarafdar) (corresponding to R.S.Khatian Nos.79, 81 & 368), in Mouza Atghara, absolutely and forever, full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	Nature of Land	L.R. Khatian No.	Total Area in Dag (in Satak)	Area Owned by Babu Lal Tarafdar (in Satak)	Area Gifted by Babu Lai Tarafdar to his heirs (in Satak)	Actual Area owned by Johar Ali Tarafdar, Sabila Bibi, Halima Bibi and Saleha Bibi and 4 heirs of Samsuddin Tarafdar (in Satak)
508	Danga	3	06	1.000	2.000	1.000
509	Danga		03	2.000	1.000	1.000
720	Sali	531 & 11	08	2.666	2.666 (therein stated as 03 · Sataks)	2.666
730 Danga			02	0.666	0.666	0.666
	Total		19	6.332	6.332	5.332

- viii) That the said Babu Lal Tarafdar and his wife Bakuljan Bibi, both were Muslim governed by Mohammedan Law died intestate during the year 1994, leaving behind them surviving their three sons namely, (1) Samsuddin Tarafdar, (2) Motalab Tarafdar and (3) Johar Ali Tarafdar and three daughters namely (4) Sabila Bibi, (5) Halima Bibi & (6) Saleha Bibi as their only heirs heiresses and legal representatives, who all upon their death inherited and became entitled to the balance share of Babu Lal Tarafdar being 4.316 Sataks of Land in Dag Nos.509, 530 & 723, absolutely and forever;
- x) In the events aforesaid, the Vendors herein became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners /

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raiyats, amongst other properties, to **ALL THOSE** the various pieces or parcels of land comprised in various Dags, recorded in **L.R.Khatian Nos.531** (recorded in the name of Babu Lal Tarafdar), **11** (recorded in the name of Ombar Ali Tarafdar) & **353** (recorded in the name of Jamat Ali Mondal) (corresponding to Previous Khatian Nos.79, 81, 368, 341 & 333), in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, morefully described in the **SCHEDULE** hereunder written (and hereinafter for the sake of brevity referred to as "the **SAID PROPERTY"**), full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	Nature of Land	L.R. Khatian No.	Total Area in Dag (in Satak)	Actual Area owned & Conveyed by the Vendors (in Satak)
508	Danga	531	06	0.57142
509	Danga	531 &11	03	1.23809
720	Sali	531	08	1.52376
730	Danga	531	02	0.38057
530	Sali	531	05	0.61106
723	Sali	353	04	1.6000
		5.9249		

- xi) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- xii) That the Vendors are in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendors have been using the same for their personal use and cultivation;
- xiii) That the Vendors have duly made payment of the Khajana in respect of the said Property;
- xiv) That no part or portion of the said Property has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property nor is there any case pending under such Acts or Statutes;
- xv) That the Vendors never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendors ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xvi) That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;

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- xvii) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xviii) That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendors for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force:
- xix) That there is no impediment or restriction under any law for the time being in force in the Vendors selling conveying and transferring the said Property and/or their respective portions thereof unto and in favour of the Purchaser.
- That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendors aware of any such claim, notice, suit or proceeding and that save and except the Vendors, no other person can claim any right title or interest whatsoever in the said Property or any part thereof.
- That the said Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;
- B. The Vendors, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure All That the said Property to the Purchaser and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendors and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the said Property from the Vendors absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant

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- possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.
- C. The Purchaser has at or before execution of this deed of sale paid to the Vendors the entire amount of the said mutually agreed consideration and have called upon the Vendors to grant this conveyance in favour of the Purchaser.
- NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.23,29,967/= (Rupees twenty-three lacs twenty-nine thousand nine hundred sixty-seven) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do and each of them doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser ALL THAT the said Property, morefully described in the SCHEDULE hereunder written and all ownership share portions rights title and interest therein of the Vendors and/or their predecessors in title with all ownership rights title and interest to own hold possess use and enjoy the same TOGETHER WITH all ownership share rights title and interest whatsoever or howsoever of the Vendors in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith TOGETHER WITH all legal incidents thereof AND reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof AND all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

# II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

(i) THAT notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors are

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now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;

- (ii) AND THAT 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 whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) AND THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) AND THAT the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Vendors or any of them 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 any of them or the Vendors' predecessors-in-title.
- (v) AND THAT the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid.
- (vi) AND THAT the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors or any of them or the Vendors' predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties

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benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

- (vii) AND THAT the Vendors and each of them shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, which shall not have been expressly found to be delivered by the Vendors to the Purchaser, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.
- (viii) AND THAT the Vendors have requested and requisitioned the Purchaser to make payment of the part / entire consideration in cash and accordingly at such request of the Vendors, the Purchaser has made payment of the part / entire consideration in cash to the Vendors.
- (ix) AND ALSO THAT the Vendors and each of them shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendors or any of them to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made and/or given by the Vendors to the Purchaser being found to be untrue, incorrect, false or misleading.

# III. AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

- that the Vendors are and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendors on a demand being made by the Purchaser and the Vendors and each of them shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof;
- ii) AND THAT the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be are under the Vendors' own direct cultivation and that there is no Bargadar or Bhag Chasi therein or in any part thereof;
- iii) AND THAT the Vendors had first offered the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be to the

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contiguous owners of the said Property hereby conveyed and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the Purchaser herein for the sale and transfer of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser. The Vendors do hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims, demands, injury, lis or any other harmful action against the Purchaser by any person claiming any right on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.

- iv) AND THAT the Vendors hereby declare record and confirm that an area to the extent of 01 satak Gifted to them by Babu Lal Tarafdar in Dag No.508 (under and by virtue of the Deed of Gift No.2066 dt.16/03/1990 or otherwise) in the said Mouza Atghara (being the area in excess of what is being conveyed by them to the Purchaser under these presents) was erroneous and under a mistake as recited in this Deed and that they have no claim or demand over the same or against the present owners thereof and all such claims and demands, if any, hereby stand released relinquished renounced and disclaimed.
- v) AND THAT the Vendors shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said Property hereby sold and conveyed;

#### THE SCHEDULE ABOVE REFERRED TO: (Said Property)

ALL THOSE the various pieces or parcels of land comprised in various Dags, recorded in L.R.Khatian Nos.531 (recorded in the name of Babu Lal Tarafdar) 11 (recorded in the name of Ombar Ali Tarafdar) & 353 (recorded in the name of Jamat Ali Mondal) (corresponding to Previous Khatian Nos.79, 81, 368, 341 & 333), in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, full details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	Nature of Land	L.R. Khatian No.	Total Area in Dag (in Satak)	Actual Area owned & Conveyed by the Vendors (in Satak)	
508	Danga	531	. 06	0.57142	
509	Danga	531 &11	03	1.23809	
720	Sali	531	08	1.52376	
730	Danga	531	02	0.38057	
530	Sali	531	05	0.61106	
723	Sali	353	04	1.6000	
		5.9249			

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

M.

IN WITNESS WHEREOF the Vendors hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed VENDORS at Kolkata in the presence

- 1) mangrahato. 7B, K. S. Roy Road Kolkuta 700001
- 2). Surajit den. 7B, K. S. Roy Roud. hopketn - Zovard.

L.T.1-Samsudom Tarof dr. Abdol Asit Tarof Or. (Drg 3 600 6320 413 ESN STORTE STATE Abdul Afit Tarrot on 16 Moot 6 Mid 642 PM+0 প্রাণ্ডিরোরির विमित्ति वि dead over and explained 'he contents of this document in Bengali/Urdu-Alder Azit Tarof dr.

SIGNED SEALED AND DELIVERED by the withinnamed PURCHASER at Kolkata in the presence of:

1) Mans, Mahato. 2). Surajit Sen.

Authorised Signatory

SITARAM VINCOM PVT. LTD.

Softamie. Authorised Signatory

FLOWERS VINIMAY PVT. LTD.

r ... horised Signatory

#### RECEIPT AND MEMO OF CONSIDERATION:

**RECEIVED** of and from the withinnamed Purchaser the withinmentioned sum of Rs.23,29,967/= (Rupees twenty-three lacs twenty-nine thousand nine hundred sixty-seven) only being the consideration in full payable under these presents as per memo written hereinbelow:

#### MEMO OF CONSIDERATION:

1. By Cash...

Rs.23,29,967/=

Rs.23,29,967/=

(Rupees twenty-three lacs twenty-nine thousand nine hundred sixty-seven) only

WITNESSES:

1) mans mahalo

2) Surajil Sen.

Drafted By:

Advocate, High Court, Calcutta

Sleanoy Shukha

LITISOMERADOM Tarabola.

Abdul AZIJ Tarabola.

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Abdul AZIJ Tarabola.

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File Name: 181-1\_Heirs-of-Babulal\_Dags-508+509+530+720+730+723\_KH-531+11+353\_Con-4\_WTO



# Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 03313 of 2011

(Serial No. 02946 of 2011)

Identified By M Mahato, son of Late N Mahato, 7 B, Kiron Sankar Roy Road(Hastings Street), Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700001, By Caste: Hindu, By Profession: Service.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

### On 10/03/2011

# 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.-2329967/-

Certified that the required stamp duty of this document is Rs.- 139808 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

### On 11/03/2011

# 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:

Amount By Cash

Rs. 25710/-, on 11/03/2011

(Under Article: A(1) = 25619/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/03/2011)

### Deficit stamp duty

Deficit stamp duty Rs. 139800/- is paid36660309/03/2011State Bank of India, BEPIN BEHARI GANGULY ST, received on 11/03/2011

( Sudhakar Sahu ) ADDL. REGISTRAR OF ASSURANCES-II

( Sudhakar Sahu ) RAR OF ASSURANCES-II

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# **Government Of West Bengal**

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

Endorsement For Deed Number: I - 03313 of 2011

(Serial No. 02946 of 2011)

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**Payment of Fees:** 

On 09/03/2011

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

Presented for registration at 18.00 hrs on :09/03/2011, at the Private residence by Sunil Kumar Loharuka ,Claimant.

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

Execution is admitted on 09/03/2011 by

- 1. Samsuddin Tarafdar, son of Late Babu Lal Tarafdar, Village:Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- 2. Johar Ali Tarafdar, son of Late Babu Lal Tarafdar, Village:Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- 3. Motalab Tarafdar, son of Late Babu Lal Tarafdar, Village:Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- 4. Abdul Aziz Tarafdar, son of Samsuddin Tarafdar, Village:Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- 5. Allauddin Tarafdar, son of Samsuddin Tarafdar, Village:Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- 6. Hazara Bibi, daughter of Samsuddin Tarafdar, Village:Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- 7. Rasida Bibi, daughter of Samsuddin Tarafdar, Village:Atghara, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- Sunil Kumar Loharuka
   Authorised Signatory, Simple Dealmark Pvt Ltd, 2nd Floor, Room 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700012.

Authorised Signatory, Sitaram Vincom Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700012.

Authorised Signatory, Flowers Vinimay Pvt Ltd, 2nd Floor, Room - 4, 46, Bipin Bihari Ganguly Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700012.

By Profession: Others

Sudhakar Sahu )

**ADDL. REGISTRAR OF ASSURANCES-II** 

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Signature of the executants / and/or Purchaser SI. No. Middle Fore Thumb Ring Little (Left Hand) Ring Hand) Middle Little Thumb Fore (Right Thumb Ring Middle Fore Little (Left Hand) Middle Little Ring Fore Thumb Hand) (Right Middle Fore Thumb Little Ring (Left Hand) व्यक्तिक वि Little Middle Ring Thumb Fore Hand) (Right Thumb Little Middle Fore Ring (Left Hand) बिन्निप्ति वि Little Ring Middle Fore (Right | Hand)

Asial Paris

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 14 Page from 272 to 291 being No 03313 for the year 2011.



(Sudhakar Sahu) 21-March-2011 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal