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26 APR 2013

RAHUL TAISWAL

S/O-VINED KR. JAISWAL

ATCHARA - KOL-136

RINCINESC

by Nationality- Indian, residing at Atghara, P.O. Rajarhat Gopalpur, P.S. Rajarat, District North 24 Parganas, Pin 700 136, State- West Bengal. hereinafter referred to and called as the "VENDOR" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors-in-interest, trustees, executors, administrators, legal representatives and/or assigns of the ONE PART AND BAVISCON VANIJYA PRIVATE LIMITED, (PAN AADCB 8955 D) the Company, having its registered office at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station- Rajarhat, Kolkata 700 059, represented by its Authorised Signatory (Mr.) Sunil Kumar Loharuka, son of Late Ram Bhagat Loharuka, residing at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station-Rajarhat, Kolkata 700 059, hereinaster referred to and called as the "PURCHASER" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-inoffice, executors, administrators, legal representatives and/or assigns) of the OTHER PART:

WHEREAS by a Hebanama (Gift Deed) in bengali vernacular dated 01.09.1973, registered with the Sub-Registrar, Barasat, recorded in Book No. I, Volume No. 96, Pages 136 to 148, Being No. 07579 for the year 1973, one (1) Kaucher Ali Tarafdar, (2) Jaker Ali Tarafdar, (3) Chaifulla Tarafdar, and (4) Yad Ali Tarafdar, became the sole and absolute owner of All That the piece or parcel of land containing and area of 12 (Twelve) Decimal, more or less, situate lying at and comprised in R.S./L.R. Dag No. 556, recorded in C.S. Khatian No. 118, corresponding to R.S. Khatian No. 530, in Mouza Atghara, P.S. Rajarhat, District North 24 Parganas, absolutely and forever, and thereafter mutated the same in ROR vide L.R. Khatian No. 263 (Kaucher Ali Tarafdar), 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar);

AND WHEREAS by an Indenture of Conveyance dated 28.11.2005, registered with the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, Volume No. 287, Pages 85 to 94, Being No. 04762 for the year 2006, the said Kaucher Ali Tarafdar, sold and transferred Ali That the piece or parcel of land containing and area of 3 (Three) Decimal, equivalent to 1.815 Cottah, more or less, situate and lying at Mouza Atghara, J.L. No. 10, comprised in and being the part and

portion of R.S./L.R. Dag No. 556, recorded in L.R. Khatian No. 263 (Kaucher Ali Tarafdar), P.S. Rajarhat presently Baguiati, District North 24 Parganas, more fully described in the schedule hereunder written, hereinafter called as "the SAID PROPERTY", unto and in favour of SNEH PRABHA JAISWAL, the Vendor herein, free from all encumbrances, absolutely and forever. After aforesaid purchases, the said Sneh Prabha Jaiswal alias Sneh Lata Jaiswal, while enjoying the vacant and peaceful possession of the Said Property, recorded her name in the Records Of Rights vide L.R. Khatian No. 2132;

AND WHEREAS the Vendor due to paucity of funds and inability to administer and maintain the Said Property, described in the Schedule written hereto, agreed to sell the Said Property, unto and in favour of BAVISCON VANLIYA PRIVATE LIMITED, the Purchaser herein, and the Purchaser has agreed to purchase the SAID PROPERTY at and for a Total Consideration of Rs.23,60,000/- [Rupees Twenty Three Lac And Sixty Thousand] only, which according to the parties herein is fair and reasonable market value of the demised plot of land.

# NOW THIS INDENTURE WITNESSETH as follows:-

In pursuance of agreements and in consolidated consideration of sum of Rs.23,60,000/- [Rupees Twenty Three Lac And Sixty Thousand] only, duly paid by the Purchaser to the Vendor, at or before the execution of this instruments (the receipt whereof the Vendor doth hereby as well as by the receipt and memo hereunder written admit and acknowledge and of and from the payment of the same or every part thereof forever acquit release and discharge the Purchaser as also every portion of the demised plot of land free from the same) the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser ALL THAT the piece or parcel of land containing and area of 3 (Three) Decimal, equivalent to 1.815 Cottah, more or less, situate and lying at Mouza Atghara, J.L. No. 10, comprised in and being the part and portion of R.S./L.R. Dag No. 556, recorded in L.R. Khatian No. 263 (Kaucher Ali Tarafdar), within the limit of Rajarhat Gopalpur Municipality, P.S. Rajarhat presently Baguiati, District North 24 Parganas TOGETHER WITH all the rights and benefits appurtenant thereto or enjoyed therewith, without any obstruction to others, more fully and particularly described in the Schedule hereunder written and which is

hereinbefore as well as hereinafter referred to as "the Said Property" OR HOWSOEVER OTHERWISE the Said Property and every part thereof now are or is hereto before were or was situated butted and bounded called known numbered described distinguished TOGETHER WITH all rights, liberties, title, interest, easements, privileges, appurtenances and appendages whatsoever or the said property or any and every part thereof belonging to or in any way, appertaining to or usually held, used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions reminder or reminders and all rents issues and profits thereof and all and every part thereof, hereby granted sold and conveyed transferred assigned and assured or expressed or intended so to be AND all the estate, rights , liberties, title, interest, inheritance, use, possession, property, claim, demand and other legal incidents thereof whatsoever, of the Vendor unto and upon the said property and every part thereof and all other evidence of title whatsoever in any way relating to or concerning the Said Property which now are or hereafter shall or may be in possession, power of control of the Vendor or any other person or persons from the Vendor and procure the same without any action or suit either in law or in equity TO HAVE AND TO HOLD the said property, hereby granted transferred, sold, conveyed and assigned or expressed or intended so to be with the appurtenances unto the Purchaser absolutely and forever, free from all encumbrances, trust, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

#### 1. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER:-

- (I) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or their predecessor in title or any of them done executed or knowingly suffered to the contrary, the Vendor is fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or expressed or intended so to be for a perfect indefeasible estate or inheritance without any manner or condition, use, trust or other thing whatsoever to alter or make void the same; and
- (II) THAT notwithstanding any such act, deed or thing whatsoever aforesaid, the Vendor now has good right, full lawful and absolute

- (II) THAT notwithstanding any such act, deed or thing whatsoever aforesaid, the Vendor now has good right, full lawful and absolute authority and indefeasible title to grant, convey, transfer and assign the said property hereby granted, conveyed, transferred and assigned or expressed or intended so to be with the appurtenances unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents; and
- (III) THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold occupy possess and enjoy the said property hereby granted, conveyed, transferred and assigned and received and take rents, issues and profits thereof for its absolute use and benefit without any lawful hindrance, interruption, disturbance or any person eviction or demand whatsoever from or by the Vendor or any person or persons whatsoever; and
- (IV) THAT free and clear, freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and other estate rights, title, claim, mortgage, charge, lien, lispendences and attachments whatsoever; and
- (V) THAT further the Vendor and all person having or lawfully or equitably claiming any estate, right, title or interest whatsoever into or upon the said property or any and every part thereof from, under or in trust for the Vendor and/or their and each of their respective predecessor-in-title or any of them shall and will from time to time and all times hereafter at the requests and costs of the Purchaser do and execute or cause to be executed or done all such acts, assurances and things whatsoever for further better and more perfectly assuring the said property hereby granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as may be reasonably required; and

- (VI) THAT the said property or any or every part thereof is not attached in any proceeding or under any provision of Public demand Recovery act or otherwise and no steps taken in execution of any certificate at the instance of Income Tax and or Wealth Tax and or Estate Duty Authorities, and
- (VII) THAT no notice issued under the Public demands recovery Act, has been served on the Vendor nor any such notice has been - published; and
- (VIII) THAT the Vendor have not yet received any notice of requisition or acquisition of the property described in the schedule below and the said property has not been affected by any scheme of road alignment or for any other purposes; and
- (IX) THAT the Purchaser and all person claiming through or under the Purchaser have undisputed and all manner of rights through or over the said property and all other rights of easements at law and in equity; and
- (X) THAT the Vendor shall and will, at all times hereafter be bound to indemnify the Purchaser against any loss or damage may be suffered by the Purchaser by reason of any defect in title or possession of the Vendor or by the discovery of any charge, acquirable or otherwise mortgage or trust, lien, lispendense or any suit relating to the property any attachment either before or after decree by any occur or other legal authority affecting adversely the property hereditaments and premises hereby granted, transferred and conveyed to the Purchaser; and
- (XI) THAT simultaneously with the execution of this deed of conveyance, the Vendor have delivered peaceful vacant possession of the said property, described in the schedule below, unto the Purchaser for the absolute use and benefits of the Purchaser as full and absolute owner thereof and all rights, title, interest over the said property hereby vests unto the Purchaser by virtue of this deed of conveyance absolutely and forever;

- (XIII) THAT the Vendor shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of Purchaser' name in the records of rights as well as in the records of local authority;
- (XIV) THAT simultaneously with the execution of this deed, the Vendor has handed over all documents of title relating to this property unto the Purchaser as per schedule below.

### SCHEDULE OF THE PROPERTY

ALL THAT the piece or parcel of land containing and area of 3 (Three) Decimal, equivalent to 1.815 Cottah, more or less, situate and lying at Mouza Atghara, J.L. No. 10, Tarafdarpara, comprised in and being the part and portion of R.S./L.R. Dag No. 556, recorded in L.R. Khatian No. 263 (Kaucher Ali Tarafdar), within the limit of Rajarhat Gopalpur Municipality, P.S. Rajarhat presently Baguiati, District North 24 Parganas TOGETHER WITH all the rights and benefits appurtenant thereto or enjoyed therewith.

IN WITNESS WHEREOF the <u>VENDOR</u> has set and subscribed her hand and seal on the day month and year, first above written.

by the <u>VENDOR</u> at Kolkata in the Southeforeble from

ATCHORA-KOL-136

Show to

Limited to the same

# RECEIPT

Received a sum of Rs.23,60,000/- [Rupees Twenty Three Lac And Sixty Thousand] only from the above named Purchaser according to memo of consideration stated herein below:

# MEMO OF CONSIDERATION

Amount (Rs.)	Date	Bankers' Cheque No.	Bank/Branch	Issued In Favour Of			
2360000/	24/4/2013	53 4324	RBS. Kolketz	SNEHA PRABHA JAISWAL			
23,60,000/-	Rupees Twenty Three Lac And Sixty Thousand only.						

Witnessess:

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SIGNATURE OF THE VENDOR

# FORM FOR TEN FINGERPRINTS

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Confidence.	Thumb	Fore	Middle (Right	Ring Hand)	Little
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	Thumb	Fore	Middle (Right	Ring Hand)	Little



# Government Of West Bengal Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number: I - 04861 of 2013 (Serial No. 05256 of 2013 and Query No. L000009010 of 2013)

# On 26/04/2013

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

Presented for registration at 18.10 hrs on :26/04/2013, at the Private residence by Sneha Prabha Jaiswal Alias Sneha Lata Jaiswal Executant.

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

Execution is admitted on 26/04/2013 by

 Sneha Prabha Jaiswal Alias Sneha Lata Jaiswal, wife of Vinod Kumar Jaiswal, Atghora, Thana:-Rajarhat, P.O.:-Rajarhat Gopalpur, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700136, By Caste Hindu, By Profession: House wife

Identified By Rahul Jaiswal, son of V Kr Jaiswal, Atghora, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136, By Caste: Hindu, By Profession: Business.

( Debasish Dhar ) Additional District Sub-Registrar

#### On 29/04/2013

# 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, 4 of Indian Stamp Act 1899.

# Payment of Fees:

Amount by Draft

Rs. 25963/- is paid, by the draft number 845810, Draft Date 25/04/2013, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 29/04/2013

(Under Article: A(1) = 25949/- ,E = 14/- on 29/04/2013)

# 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.-23,60,000/-

Certified that the required stamp duty of this document is Rs.- 141620 /- and the Stamp duty paid as: Impresive Rs.- 100/-

#### Deficit stamp duty

Deficit stamp duty Rs. 141620/- is paid, by the draft number 845820, Draft Date 25/04/2013, Bank: State Bank of India, BEPIN BEHARI GANGULY ST, received on 29/04/2013

( Debasish Dhar ) Additional District Sub-Registrar

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# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 7 Page from 9342 to 9353 being No 04861 for the year 2013.



(Debasish Dhar) 29-April-2013 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal