

13251/07

21-1, Nimbolla, West 24

11318 5000Rs.



M.V. Assessed  
 2,86,00,327/- X 5/6  
 = Rs 2,38,33,608/-

13.09.10

618083 u/n  
 3451501-

THIS INDENTURE OF CONVEYANCE made this 11<sup>th</sup> day of *December*, Two Thousand and Seven BETWEEN (1) BADRIDAS DAGA, (2) JANKIDAS DAGA, both sons of Narayan Das Daga, deceased, both by faith Hindu, by Occupation Businessman and both residing at 10, Madhav Chatterjee Street, Kolkata 700020 (3) RAJ KUMAR DAGA, son of Bal Kishan Daga, deceased, Hindu

Businessman, residing at 28/1, Shakespeare Sarani, Kolkata 700017, hereinafter collectively referred to as the 'VENDORS' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART AND (1) ASHOK JHUNJHUNWALA, son of Ram Niwas Jhunjhunwala, deceased 2) ADITYA JHUNJHUNWALA and 3) AMIT JHUNJHUNWALA, both sons of the said Ashok Jhunjhunwala all Hindu Businessman and (4) MANJU JHUNJHUNWALA daughter of Radha Kishen Saraf Hindu Housewife all residing at 18, Jatindra Mohan Avenue, Kolkata 700006 hereinafter collectively referred to as the 'PURCHASERS' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the OTHER PART;

**WHEREAS**

- A. The Vendors declare and represent to the Purchasers as follows :-
- i) By a Conveyance dated 26<sup>th</sup> September, 1966 made between Paresh Chandra Chowdhury & Sudhamoyee Chowdhury both trustees to the estate of Paresh Chandra Chowdhury and Sailesh Chandra Choudhury therein collectively referred to as the Vendors of the One Part and the said Badridas Daga therein referred to as the Purchaser of the Other Part and registered in Book No. I, Volume No. 628, pages 285 to 292 Being No. 5149 for the year 1966 at the office of the Registrar

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

Endorsement For Deed Number : I - 11318 of 2010  
(Serial No. 13251 of 2007)

11/12/2007

**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.-23833606/-

Certified that the required stamp duty of this document is Rs.- 1658362 /- and the Stamp duty paid on Impressive Rs.- 5000/-

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

Presented for registration at 12.11 hrs on 11/12/2007, at the Office of the A. R. A. - II KOLKATA by Amit Jhunjunwala, one of the Claimants.

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

Commission is admitted on 11/12/2007 by

Hackidas Daga, son of Lt Narayan Das Daga, Madhav Chatterjee St, 10, Cal, District -Kolkata, WEST BENGAL, India, P.O. :- Pin :-700020, By Caste Hindu, By Profession : Business

Haj Kumar Daga, son of Lt Kishan Daga, 28/1, Shakespeare Sarani, Cal, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017, By Caste Hindu, By Profession : Business

Amit Jhunjunwala, son of Ashok Jhunjunwala, Jatindra Mohan Ave Cal, 18, Cal, District -Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006, By Caste Hindu, By Profession : Business

Ashok Jhunjunwala, son of Lt Ram Niwas Jhunjunwala, Jatindra Mohan Ave Cal, 18, Cal, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006, By Caste Hindu, By Profession : Business

Aditya Jhunjunwala, son of Ashok Jhunjunwala, Jatindra Mohan Ave Cal, 18, Cal, District -Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006, By Caste Hindu, By Profession : Others

Manju Jhunjunwala, wife of Radha Kishen Saraf, Jatindra Mohan Ave Cal, 18, Cal, District -Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006, By Caste Hindu, By Profession : House wife

Identified By Laltu Chakraborty, son of Lt D P Chakraborty, 10, Old Post Office Street, Cal, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001, By Caste Hindu, By Profession: Service.

(.....)

ADDL. REGISTRAR OF ASSURANCES-II

12/12/2007

Payment of Fees:



(Tarak Baran Mukherjee)

ADDL. REGISTRAR OF ASSURANCES-II

13.09.10

3/09/2010 16:34:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 11318 of 2010  
(Serial No. 13251 of 2007)

Rs Paid in rupees under article : A(1) = 54989/- .E = 7/- on 12/12/2007

**Deficit stamp duty**

Deficit stamp duty Rs. 345100/- is paid, by the draft number 518083, Draft Date 11/12/2007, Bank Name STATE BANK OF INDIA, Kolkata, received on 12/12/2007

{ ..... }  
ADDL. REGISTRAR OF ASSURANCES-II

**13/09/2010**

**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.

**Deficit stamp duty**

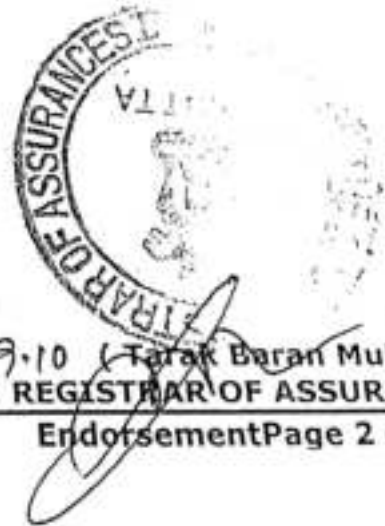
Deficit stamp duty Rs. 1318275/- is paid 67515710/09/2010 State Bank of India, JATINDRA MOHAN AVENUE, received on 13/09/2010

**Deficit Fees paid**

Net amount of Registration fees is realized under Article in rupees :

A(1) = 207174/- on 13/09/2010.

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



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

Endorsement Page 2 of 2

of Assurances, Calcutta, the Vendors therein sold conveyed and transferred unto the Purchaser therein All That the messuage land hereditaments and Premises being Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta irrespective of land condition of the soil together with brick built building standing thereon more fully and particularly described in the Schedule therein mentioned subject to existing tenants therein for a consideration therein mentioned.

- ii) By a Declaration dated 1<sup>st</sup> December, 1966 the said Badridas Daga inter alia, declared that the said premises Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta was purchased by the said Badridas Daga for self and for his two brothers namely, Bal Kishan Daga, since deceased, and Jankidass Daga who contributed equally towards consideration for purchasing the said premises which became the joint properties of the said Badridas Daga, Bal Kishan Daga, since deceased and Jankidass Daga in equal share and by the said declaration the said Badridas Daga disclaimed his right title interest in respect of 2 shares or  $2/3^{\text{rd}}$  share in the said premises Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat street, Calcutta in favour of his two brothers namely Bal Kishan Daga, since deceased and Jankidass Daga who became absolutely entitled as owners to the said undivided  $2/3^{\text{rd}}$  share in the said premises Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta, the said Badridas Daga, Bal Kishan Daga, since deceased and Jankidass Daga thus

- became seized and possessed of and otherwise became well and sufficiently entitled to the said premises nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta.
- iii) The said Bal Kishan Daga died on 10<sup>th</sup> May, 1987 after making and publishing his last Will and Testament on 14<sup>th</sup> January, 1987 whereby he bequeathed inter alia his undivided 1/3<sup>rd</sup> share in the said premises Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta in favour of his two sons namely, Raj Kumar Daga one of the Vendors herein and Prem Kumar Daga in equal share and appointed the said Prem Kumar Daga as Executor under the said Will.
- iv) On an application for grant of Probate in the High Court at Calcutta (123 of 1988) Probate of the said Will was granted to the Executor namely the said Prem Kumar Daga on 19<sup>th</sup> July 1988.
- v) The Executor that is Prem Kumar Daga by his act and impliedly assented to the legacy inter alia being the undivided 1/3<sup>rd</sup> share in the said premises Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta in favour of the beneficiaries/legatees namely, the said Raj Kumar Daga one of the Vendors herein and the said Prem Kumar Daga.
- vi) The Vendors herein i.e. the said Badridas Daga, Janki Dass Daga and Raj Kumar Daga, the Vendors herein have thus become owners of undivided 1/3<sup>rd</sup>, 1/3<sup>rd</sup> and 1/6<sup>th</sup> share each respectively in the said properties and have thus jointly become seized and possessed of and otherwise became well

and sufficiently entitled to ALL THAT the undivided 5/6<sup>th</sup> share hereinafter called The SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta morefully and particularly described in the parts 1, II, and III of the First Schedule hereunder written (hereinafter referred to as the said Premises or the said properties).

- vii) The Vendors have good and marketable title to the said properties which are free from all encumbrances, liens, lispendences, attachments, charges, mortgages, trusts, alignments, acquisitions, requisitions, agreements, claims, demands, impediments whatsoever.
- viii) The said Badri Das Daga and Janki Das Daga alongwith the said Prem Kumar Daga being the Executor to the estate of Bal Kishan Daga got their names mutated in the records of the Kolkata Municipal Corporation in respect of the said Premises after grant of Probate as Executor.
- ix) The construction of the above said premises is partly one storied and partly two storied with brick wall without plaster with tin/corrugated shed, built more than 100 years back with landed area on which the said Construction standing thereon measuring 22 Cottahs more or less in aggregate which includes more or less 7 Cottahs vacant land and the rest constructed area is fully occupied by the tenants and

trespassers. The name of the tenants with rent is mentioned in the Second Schedule hereunder written.

- B. The Vendors have now agreed to sell their undivided  $1/3^{\text{rd}}$  share,  $1/3^{\text{rd}}$  share and  $1/6^{\text{th}}$  share respectively aggregating undivided  $5/6^{\text{th}}$  share in the said above said premises and the Purchasers upon believing the above declarations and representations of the Vendors to be true and correct has agreed to purchase All That the undivided  $5/6^{\text{th}}$  share in All That the messuage land hereditaments and premises being Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Kolkata at or for a consideration of Rs.50,00,000/- (Rupees fifty lakhs) only free from all encumbrances whatsoever.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs.50,00,000/- (Rupees fifty lakhs) only paid by the Purchasers to the Vendors on or before the execution of these presents (the receipt hereunder hereby admit and acknowledge and of and from the payment thereof do hereby acquit, release and forever discharge the Purchasers as well as the said properties hereby conveyed or intended so to be) the Vendors jointly grant, transfer, convey, sell, assign and assure unto the Purchasers and their heirs, executors, administrators, representatives and assigns **ALL THAT** the undivided  $5/6^{\text{th}}$  share in All That the measuage land hereditaments and premises being Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat



Street, Kolkata morefully and particularly described in the First Schedule hereunder written OR HOWEVER OTHERWISE the said properties and hereditaments now are or heretofore were situated butted bounded called known numbered described or distinguished together with all paths passages ways sewers drains walls water courses and all other former rights liberties benefits priviledges advantages easements appendages appurtenances whatsoever or to the said properties belonging to or in anywise appertaining thereto or usually held used enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof AND all the estate right title interest claim and demand whatsoever both at law and in equity of the Vendors into or upon the said properties and every part thereof AND all deeds, pattahs muniments writings evidence of title whatsoever relating to or concerning the said properties and every part thereof which now are or hereinafter may be in the custody power control or possession of the Vendors or any person or persons from whom the said Vendors may procure the same without any lawful action or suit with full power and absolute authority to the Purchasers to appear before all commissioners collectorates and other Officers and to obtain mutation of name in respect of the said properties in the name of the Purchasers and to do all such acts deeds things and writings as may be necessary TO HAVE AND TO HOLD TO POSSESS AND TO ENJOY the said

properties so to be unto the Purchasers absolutely and forever free from all encumbrances whatsoever and the Vendors do hereby covenant with the Purchasers that notwithstanding any act thing deed matter whatsoever made done executed or knowingly suffered to the contrary the Vendors now have good right full power absolute authority and indefeasible title to grant transfer convey sell the said 5/6<sup>th</sup> share of the said properties hereby sold or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid and delivered possession of the said properties simultaneously with the execution of these presents **AND** the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said properties or every part thereof the 5/6<sup>th</sup> share with right to inter alia sale, gift, mortgage lease or any kind of transfer whatsoever and pay the rents to the appropriate authorities and receive the rents, issues and profits thereof without any lawful or equitably claiming from under or in trust for the Vendors or any of their predecessor-in-title and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged, saved, harmless and keep the Purchasers indemnified from or against all charges, estate, encumbrances created by the Vendors or any of their predecessor-in-title and that free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid **FURTHER** **THAT** the Vendors and all persons having lawfully or equitably

any estate or interest upon the said properties or any part thereof from under or in trust for the Vendors shall and Will from time to time or at all times hereafter at the cost and request of the Purchasers do and execute or cause to be done and executed all such acts, deeds things and matters whatsoever for further better and more perfectly assuring and conveying the said properties to and unto the said Purchasers as shall or may be reasonably required **AND** the Vendors also covenant and declare that the property hereby sold has not been leased, mortgaged, sold nor in any way transferred and there is no charge, liens lispendens or any attachment nor acquired or requisitioned by the Government or any Public Body for any scheme or alignment and there in no case, suit or proceedings pending before any Court of Law against the said properties and the Vendors sold the said property while having good and marketable title therein and free from all encumbrances and the Vendors also covenant if any of the statements or covenants made hereinbefore by the Vendors is found to be false, untrue or any defect in title is detected hereafter, the Vendors shall be liable for the same with an undertaking to rectify the errors and defects in title and compensate any loss if sustained by the Purchasers and also if any error or omission is transpired in this deed in future, the Vendors shall at the cost and request of the Purchasers do and execute or cause to be done and executed any supplementary Deed or Deed of Rectification/Declaration in favour of the Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART - 1

**RE : 81, NIMTALLA GHAT STREET.**

ALL THAT the undivided five - sixth shares right, title and interest in All That the piece or parcel of tenanted land containing by estimation 1 (one) cottah and 30 sq.ft. be the same a little more or less with structure measuring 520 sq.ft. more or less situate lying at and being Premises No. 81, Nimtolla Ghat Street in Sutanuty in the North Division of the town of Calcutta and the whole of the said premises No. 81, Nimtollah Ghat Street is butted and bounded on the North, East and West by premises No. 81/1, Nimtolla Ghat Street and on the South by Nimtolla Ghat Street.

PART - II

**Re : 81/1, Nimtolla Ghat Street,**

ALL THAT the undivided five sixth share right title and interest in All That the two storied brick built measuage tenement or tenanted house and corrugated iron shed standing thereon measuring 740 sqft. more or less together with the piece and parcel of land thereunto belonging and on part whereof the same are erected and built containing by estimation 2 cottahs 15 chittaks and 29 sq.ft. more or less situate lying at and being premises No. 81/1, Nimtolla Ghat Street in Sutanuty in the North Division of the town of Calcutta and the whole of

the said premises No. 81/1, Nimtolla Ghat Street is butted and bounded on the north Partly by premises No. 82, Nimtolla Ghat Street and partly by Premises No. 1 and 2, Ramjan Lane, on the East Partly by Premises No. 81, Nimtolla Ghat Street and partly by Premises No. 80, Nimtolla Ghat Street on the South Partly by Premises No. 81, Nimtolla Ghat Street and partly by Nimtolla Ghat Street and on the West by Premises No. 82, Nimtolla Ghat Street.

PART - III

Re : 82A & B, Nimtolla Ghat Street,

ALL THAT the undivided five sixth share right title and interest in All That partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sft. more or less together with the piece or parcel of land thereunto belonging on part whereof the same is erected and built containing by estimation 18 cottah 1 Chittak be the same a little more or less situate lying at and being premises Nos. 82A & B Nimtolla Ghat Street in Sutanuty in the North Division of the town of Calcutta and the whole of the said premises Nos. 82A and 82B are butted and bounded on the North by Mohamed Ramjan Lane, On the East partly by Premises No. 81/1, Nimtolla Ghat Street and partly by Premises No. 1 and 2, Mohamed Ramjan Lane, on the South Partly by premises No. 82/nimtolla Ghat Street and partly by premises No. 81/1, Nimtolla Ghat Street and on the West by common passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(List of Tenants)

<u>S. No.</u>	<u>Name of Tenants</u>	<u>Rent</u>
1.	Laxmi Narayan Das 81/1, Nimtolla Ghat Street.	22/-
2.	Pulin Behari Maity Sachi P. Sarkar 82A, Nimtolla Ghat Street.	46/-
1.	Pancha Nanda Acharjee	28/-
2.	Nirod Chandra Fadikar	22/-
3.	Ram Kumar Saraf	14/-
4.	Sreemati Setangini Dhara	10/-
5.	Khirod Chandra Dey	23/-
6.	Rashemaya maity	27/-
7.	Satish Chandra Nath	29/-
8.	Devabati Fadikar	10/-
9.	Badal Chandra Koley	17/-
10.	Krishna Chandra Patro	15/-
11.	Bebuti Bhusan Naskar	15/-
12.	Manmatha Nath Ray	12/-
13.	Bebhuti Bhusan Choudhury	25.12p
14.	Pankaja Kr. Bijoy Kr. Chatterjee	25.50
15.	Akshaya Kumar Dey	8.50
16.	Santi pada Chakraborty	7.50
17.	Pran Gopal Mahonta	10.00
18.	Nikhil Bhusan Chakraborty	3.00
19.	Promatha Nath Datta	13.00
20.	Ganesh Chandra Hazra	6.00

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

SIGNED AND DELIVERED

by the VENDORS at Kolkata in the presence of:

1. Achintya Kumar Maal  
Advocate  
High Court, Calcutta
2. Lalita Chakraborty  
10, Old Post office St  
Kolkata-1

~~Banani Das Daga~~  
~~Pradeep Kumar~~  
~~Raj Kumar Dey~~

SIGNED AND DELIVERED

by the PURCHASERS at Kolkata in the presence of

1. Achintya Kumar Maal
2. Lalita Chakraborty

~~Ashok Ashok Ghosh~~  
~~Amita (Achintya Ghosh)~~  
~~Amit Ghosh~~  
~~Manju Ghosh~~

RECEIVED of and from the within named  
 persons the within mentioned sum of  
 Rs. 50,00,000/- (Rupees fifty lakhs) only  
 being the consideration money as per  
 memo below :

Rs. 50,00,000/-

MEMO OF CONSIDERATION

<u>DATE</u>	<u>PAY ORDER No.</u>	<u>BANK</u>	<u>DRAWN IN FAVOUR OF</u>	<u>AMOUNT</u>
08.12.2007	017534	Standard Chartered Bank	Jankidass Daga	15,00,000/-
14.12.2007	017555	Standard Chartered Bank	Jankidass Daga	5,00,000/-
08.12.2007	017533	Standard Chartered Bank	Badri Das Daga	13,00,000/-
18.12.2007	01756	Standard Chartered Bank	Badri Das Daga	7,00,000/-
16.12.2007	017556	Standard Chartered Bank	Raj Kumar Daga	10,00,000/-
		Total		50,00,000/-

(Rupees fifty lakhs) only

WITNESSES :

Chintya Kumar Mal.  
 Smt. Chakraborty

Badri Das Daga  
 Jankidass Daga  
 Raj Kumar Daga



**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Dennis*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Dennis*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Dennis*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Ashok*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Amulya Jay*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Amir Dhan Thakur*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					



*Mandeep Thakur*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

**PHOTO**

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Certificate of Registration under section 50 of Rule 55.

Registered in Book - I  
of Volume number 36  
Page from 1401 to 1421  
Being No 11318 for the year 2010.



A handwritten signature in dark ink, appearing to read "Tarak Baran Mukherjee".

Tarak Baran Mukherjee, 17-September-2010  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A. R. A. - II KOLKATA  
West Bengal



25  
11