



1-2-08 पश्चिम बंगाल WEST BENGAL

A 204207

M.V. Assessor
R 47,66,721/

13-09-10
R 15389
7
13396

15/11
R. 987/10
85540
832 00
234

THIS INDENTURE OF CONVEYANCE made this 14th day of February, Two Thousand and Eight BETWEEN PREM KUMAR DAGA, son of Bal Kishan Daga, deceased, Hindu Businessman, residing of 37, Strand Road (1st floor), Kolkata 700001, hereinafter



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

2

collectively referred to as the 'VENDOR' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the ONE PART

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

Endorsement For Deed Number : I - 11319 of 2010
(Serial No. 01027 of 2008)

On 01/02/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 15389/- , E = 7/- on 01/02/2008

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.-4766721/-

Certified that the required stamp duty of this document is Rs.- 333680 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 83200/- is paid, by the draft number 395540, Draft Date 31/01/2008, Bank Name STATE BANK OF INDIA, Kolkata, received on 01/02/2008

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

Presented for registration at 14.13 hrs on :01/02/2008, at the Office of the A. R. A. - II KOLKATA by , Amit Jhunjunwala , one of the Claimants.

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

Execution is admitted on 01/02/2008 by

1. Prem Kr Daga, son of Lt Bal Kishan Daga , 1st Floor, 37, Strand Road, Cal, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste Hindu, By Profession : Business
2. Amit Jhunjunwala, son of Ashok Jhunjunwala , Jatindra Mohan Ave, 18, Cal, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Business
3. Ashok Jhunjunwala, son of Lt Ram Niwas Jhunjunwala , Jatindra Mohan Ave, 18, Cal, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Others
4. Aditya Jhunjunwala, son of Ashok Jhunjunwala , Jatindra Mohan Ave, 18, Cal, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Others
5. Manju Jhunjunwala, daughter of Radha Kishan Saraf , Jatindra Mohan Ave, 18, Cal, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : House wife

Identified By Achintya Kr Mal, son of . . , H C Cal, Old Post Office Street, Cal, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001, By Caste: Hindu, By Profession: Advocate.



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

13.09.10



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

Endorsement For Deed Number : I - 11319 of 2010
(Serial No. 01027 of 2008)

(.....)
ADDL. REGISTRAR OF ASSURANCES-II

On 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. 249490/- is paid 67515610/09/2010 State Bank of India, JATINDRA MOHAN AVENUE, received on 13/09/2010

Deficit Fees paid

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

A(1) = 37037/- on 13/09/2010.

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



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

13.09.10

13/09/2010 16:33:00

Endorsement Page 2 of 2

AND

(1) ASHOK JHUNJHUNWALA, son of Ram Niwas Jhunjhunwala deceased 2) ADITYA JHUNJHUNWALA (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 Vendor declares and represents to the Purchasers as follows :-

1) By a Conveyance dated 26th September, 1966 made between Paresh Chandra Choudhury & Sudhamoyee Choudhury both trustees to the estate of Paresh Chandra Choudhury and Sailesh Chandra Choudhury therein collectively referred to as the Vendor 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 of Assurances, Calcutta, the Vendor 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 1st 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 2/3rd 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 2/3rd 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 10th May, 1987 after making and publishing his last Will and Testament on 14th January, 1987 whereby he bequeathed inter alia his undivided 1/3rd share in the said premises Nos. 81, 81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta in favour of his two sons namely, Prem Kumar Daga, the Vendor herein appointed as Executor under the said will and Raj Kumar Daga in equal share.
- 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 the Vendor herein on 19th July 1988.
- v) The Executor that is Prem Kumar Daga by his act and impliedly assented to the legacy inter alia being the undivided 1/3rd 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 and the Vendor herein.
- vi) The Vendor is thus seized and possessed of and otherwise became well and sufficiently entitled to ALL THAT the undivided 1/6th 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 Vendor has 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 Vendor got his name mutated in the records of the Kolkata Municipal Corporation in respect of the said Premises after grant of Probate as Executor alongwith Badri Das Daga and Janki Dass Daga.
- ix) The construction of the above said premises as mentioned in the Schedules hereunder written built more than 70 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 6-7 Cottahs vacant land and the rest constructed area is fully occupied by the tenants and tresspassers. The name of the tenants with rent is mentioned in the Second Schedule hereunder written as confirmed by the other owners separately.
- B. The Vendor has now agreed to sell his undivided 1/6th share, in the said above said premises and the Purchasers have agreed to purchase All That the undivided 1/6th 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 Rs14,00,000/- (Rupees Fourteen 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 Rs14,00,000/- (Rupees Fourteen lakhs) only paid by the Purchasers to the Vendor 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 Vendor doth hereby transfer, convey, sell, assign and assure unto the Purchasers and their heirs, executors, administrators, representatives and assigns **ALL THAT** the undivided 1/6th 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 Vendor 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 Vendor or any person or persons from whom the said Vendor 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 Vendor do hereby covenant with the Purchasers that notwithstanding any act thing deed matter whatsoever made done executed or knowingly suffered to the contrary the Vendor now has good right full power absolute authority and indefeasible title to grant transfer convey sell the said 1/6th 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 1/6th share with right to inter alia sale, gift, mortgage lease or any kind of transfer whatsoever and pay the current and outstanding rents, rate and taxes to the appropriate authorities and receive the current and outstanding rents, issues and profits thereof without any lawful or equitably claiming from under or in trust for the Vendor or any of their predecessor-in-title and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged, saved, harmless and that free from all encumbrances except the tenanted place as said whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid except the tenants as aforesaid **FURTHER THAT** the Vendor 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 Vendor 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 Vendor 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

dependens 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 Vendor sold the said property while having good and marketable title therein and free from all encumbrances and the Vendor also covenant if any of the statements or covenants made hereinbefore by the Vendor is found to be false, untrue or any defect in title is detect hereafter, the Vendor shall be liable for the same with an undertaking to rectify the errors and defects in title and compensate loss on the above ground if sustained by the Purchasers in respect of the Vendor's 1/6 share in the said premises and also if any error or omission is transpired in this deed in future, the Vendor 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. However the said premises is sold on as is where is basis.

THE FIRST SCHEDULE ABOVE REFERRED TO
PART - 1

RE : S1, NIMTALLA GHAT STREET,

ALL THAT the undivided one - 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 700 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 one 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 2100 sq.ft. 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 one sixth share right title and interest in All That partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 7000 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>Sl. 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

Prasen Kumar Das /

by the **VENDOR** at Kolkata in the presence of :

1. Achintya Kumar Mal
Advocate
High Court, Calcutta.
2. *Rajendra Chandra Borthi*
10, Old Post office St
Kolkata - 4

SIGNED AND DELIVERED

by the **PURCHASERS** at Kolkata in the presence of

Ashok /

1. Achintya Kumar Mal. (ASHOK JHUNJHUNWALA) /
2. *Rajendra Chandra Borthi* /
Manjiv Jhun Jhun wala /
Aditya /
(ADITYA JHUNJHUNWALA)
Amit Jhun Jhunwala /

RECEIVED of and from the within named
Purchasers the within mentioned sum of
Rs.14,00,000/- (Rupees fourteen lakhs)
only being the consideration money as per
memo below :

Rs. 14,00,000/-

MEMO OF CONSIDERATION

<u>DATE</u>	<u>DEMAND DRAFT/ BANKER'S CHEQUE/ PAY ORDER NO.</u>	<u>BANK</u>	<u>DRAWN IN FAVOUR OF</u>	<u>AMOUNT</u>
2.11.2007	017135 (Demand Draft)	Standard Chartered Bank	Prem Kumar Daga	Rs. 3,51,000/-
31.1.2008	018105 Banker's cheque	Standard Chartered Bank	Prem Kumar Daga	Rs. 10,49,000/-
				14,00,000/-

(Rupees Fourteen lakhs) only

Prem Kumar Daga

WITNESSES :

Achintya Kumar Mal
Advocate.

Signature of the Vendor

Rajendra Chandra Borthy

SPECIMEN FORM FOR TEN FINGER PRINTS



Abdullah

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Muhammad Haniffa

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Arif

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Arif Shaukat

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

SPECIMEN FORM FOR TEN FINGER PRINTS



Prison Number 1000

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

DATED THIS 1st DAY OF February 2008

BETWEEN

Prem Kumar DagaVendor



A X D
Ashok Jhunjhunwala
Aditya Jhunjhunwala
Amit Jhunjhunwala
Manju Jhunjhunwala
.....Purchasers

DEED OF
CONVEYANCE



A.K. BANERJEE

Solicitor & Advocate
C/O. R. K. Deb & Co.
Advocates
Temple Chambers
6, Old Post Office Street
Kolkata 700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 36
Page from 1422 to 1443
being No 11319 for the year 2010.



(Sd/-) *[Signature]* (Sd/-) *[Signature]*
17-September-2010
REGISTRAR OF ASSURANCES-II
Office of the A. R. A - II KOLKATA
West Bengal