

J. Not

District Say-Negister-III Aligore, South 24-parganas

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 16 day of April Thousand and Thirteen (2013)

BETWEEN

Managing Parties

Mar sging Panner

Alipere, South 24-Pargaras

1 2 APR 2013 Kalipada Charan Advocate NAME Sealdah Const 5000/ Ave Thousandonly? KON14 - Anon De Pathou on de PRIL ML KOLKATA REGISTRATION OFFICE Managing Partner ve71-2394 Certified that the document is admitted registration. The Fignurure sheets and document are the past of this document CROD TRANSPARANT AND ADDRESS OF THE DOCUMENT OF THE PORT OF THE District Sub-Registrar-III Alipore, South 24-Parganas 1 6 APR 2013 WELL GROUP Managing Partner

(1) SMT. RITA SINHA (having Pan AKVPS1447A), wife of Late Debasis Sinha, by faith – Hindu, by nationality – Indian, by occupation –Housewife and (2) SMT. DEBARATI SINHA (having Pan AKVPS1448R), daughter of Late Debasis Sinha, by faith – Hindu, by nationality – Indian, by occupation –Housewife, both residing at Premises No. 64B, Kshudiram Bose Sarani, Belgachia Villa, Police Station – Ultadanga, Kolkata – 700 037, hereinafter jointly called and referred to as the "VENDORS" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART;

A N D

MERCHANT GROUP (having Pan AADFU5228K), Partnership Firm having its office at Premises No. 21/H/37/5, Raja Manindra Road, P. S. - Chitpur, Kolkata - 700 037, represented by its Managing Partners namely (1) SRI RABINDRA NATH SARKAR (having Pan AVNPS3342M), son of Late Satindra Nath Sarkar, residing at Premises No. 5/2, S.K. Deb Road, P. S. - Lake Town, Kolkata - 700 048, (2) SRI ANANDA PATHAK (having Pan AFYPP9167Q), son of Late Atul Chandra Pathak, residing at Premises No. 9A, Uma Kanta Sen Lane, P. S. - Chitpur, Kolkata - 700 030, (3) SRI GANESH BHATTACHARYYA (having Pan AIIPB5222B), son of Late Sambhu Nath Bhattacharjee, residing at Premises No. 62B, Kshudiram Bose Sarani, P. S. - Tala, Kolkata - 700 037 and (4) SRI DILIP GHOSH, (having Pan ADXPG6677K), son of Late Madhu Sudan Ghosh, residing at Premises No. 13C, Birpara Lane, P. S. - Chitpore, Kolkata - 700 030, all by faith - Hindu, by Nationality – Indian, by occupation – Business, hereinafter called and referred to as the "PURCHASER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be

WHEREAS by an order made by the Honourable Justice on 11th day of December, 1893 in Suit No. 41 of 1889 in the High Court at Judicature at Fort William of Bengal in Ordinary Original Civil Jurisdiction the predecessors-in-interest of the Vendors herein Sarat Chandra Sinha acquired right, title, interest amongst other ALL THAT piece or parcel of land measuring or containing by together with structure thereon being Plot No. 139 (portion), 140 and 141, being portion of North Eastern Side of Premises No. 64/1, Belgachia Road now renamed as Premises No. 64/1, Kshudiram Bose Sarani, Kolkata - 700 037 under the Station of Ultadanga within the Limits of Kolkata Municipal Corporation and while the said Sarat Chandra Sinha possessed of amongst other the said Property and particularly mentioned and described in the Schedule hereunder written he died intestate leaving behind his son Raja Birendra Chandra Sinha who acquired the right, title, interest amongst other the said Property and the said Birendra Chandra Sinha executed a Will during his life time and after his demise in compliance with the direction of the said Will and after obtaining Probate Kumar Jagadish Chandra Sinha became the absolute Owner amongst other the said Property mentioned above and morefully described in the Schedule hereinunder written.

AND WHEREAS thereafter the said Kumar Jagadish Chandra Sinha mutated his name in respect of the said Property being Premises No. 64/1, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 in the records of the Kolkata Municipal Corporation under Assessee No.11-003-09-0150-2 and subsequently he made a two storied building and tile shed structure thereon on the Northern side (Front Portion) of the said Premises and inducted Tenants therein the said entire building and tile shed structure on monthly tenancy basis.

AND WHEREAS during the life time the said Kumar Jagadish Chandra Sinha made and published his Last Will and Testament dated 27.05.1976 and duly registered on 27.09.1976 in the office of the Sub-Registrar at

amongst other moveable and immovable Properties unto and in favour of the legatees therein namely his wife Smt. Archana Sinha, only son Sri Debasis Sinha, daughter-in-law Smt. Rita Sinha, wife of Sri Debasis Sinha and grand daughter namely Smt. Debarati Sinha, daughter of Sri Debasis Sinha by appointing his only son the said Sri Debasis Sinha as a sole Executor of his said Will on the terms and conditions as contained therein his said Last Will and Testament.

AND WHEREAS the said Kumar Jagadish Chandra Sinha died on 03.07.1994 and unfortunately his said only son Debasis Sinha also died on 23.07.1994 and upon the demise of said Kumar Jagadish Chandra Sinha and Debasis Sinha the said Smt. Rita Sinha duly obtained the Probate of the Last Will of the said Kumar Jagadish Chandra Sinha from the Testamentary Intestate Jurisdiction of the Hon'ble High Court at Calcutta vide No. 9 of 1995 and subsequently the said Smt. Archana Sinha, wife of Late Kumar Jagadish Chandra Sinha also died on 19.11.2010.

AND WHEREAS in terms and provisions of the said Will of the said Kumar Jagadish Chandra Sinha the Vendors herein Smt. Rita Sinha and Smt. Debarati Sinha thus became the absolute Owners and jointly seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the land hereditaments and premises containing by estimation an area of 7(seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft. be the same a little more or less together with Tile Shed Structure thereon lying situate at and being Eastern portion of the said Premises No. 64/1, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation in Ward No.03 in the District of South 24-Parganas particularly mentioned and described in the Schedule hereunder written free from all encumbrances whatsoever.

hereditaments and premises containing by estimation an area of **7(seven) Cottgahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with Tile Shed Structure thereon lying situate at and being Eastern portion of the Premises No. 64/1, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation in Ward No.03 in the District of South 24-Parganas particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the "SAID PROPERTY" at or for the total consideration of Rs. 1,00,00,000/- (Rupees One Crore) only free from all encumbrances, charges, liens, lispendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS at or before the execution of this Deed of Conveyance the Vendors herein do and each of them doth hereby assure and represent to the Purchaser as follows:-

- a) **THAT** the Vendors herein **are** the absolute Owners of the said Property and **are** enjoying the same without any obstructions and interferences in any manner whatsoever and howsoever
- b) **THAT** the Vendors **have** a good marketable title in respect of the said Property particularly mentioned and described in the Schedule hereunder written.
- c) **THAT** the said Property is free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trust whatsoever or howsoever.
- d) **THAT** excepting the Vendors none else has/have any right, title, interest, claim or demand whatsoever or howsoever in respect of the said Property and **they are** in absolute physical possession of the said Property and every part thereof.

- f) **THAT** there is no bar or impediment legal or otherwise of the Vendors in selling and transferring of the said Property and every part thereof.
- g) **THAT** there is no acquisition or requisition proceeding pending nor the Vendors **have** been served with any notice of acquisition or requisition in respect of said Property or any part thereof.
- h) **THAT** there is no any access vacant land within the provisions of the Urban Land (Ceiling & Regulation) Act. 1976 as amended upto date.
- i) **THAT** no public demand of any kind whatsoever is outstanding against and/or payable by the Vendors in respect of said Property or any part thereof.
- j) <u>THAT</u> the Vendors have not entered into any Agreement for Sale,
 Development or otherwise nor have created any interest or right of the
 Third Party into and upon the said Property or any portion thereof
- k) **THAT** the Vendors **are** legally competent to transfer the said Property.
- THAT the Vendors have not obtained any loan from any Bank, Private or Public Financial Institution in respect of the said Property.
- m) **THAT** the said Property or any part thereof is not under any 'Debuttor" or "Wakf" and it is free from road alignment.
- n) **THAT** relying upon the aforesaid representations, assurances and covenants made by the Vendors and believing the same to be true and acting on good faith, the Purchaser herein agreed to purchase the said Property and every part thereof in fee simple free from all encumbrances, liens, lispendens, charges, mortgages, attachments, acquisition, requisition whatsoever and howsoever but subject to the said tenancy mentioned hereinabofe.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said total sum of **Rs. 1,00,00,000/-** (Rupees One Crore) only paid by the Purchaser to the Vendors at or

every part thereof forever acquit, release and discharge the Purchaser, its successors in office and assigns and every one of them and also the said Property, they the Vendors as the absolute Owners do and each of them doth hereby these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and in favour of the Purchaser, its successors in office and assigns free from all encumbrances, attachments and other defects in the title (but subject to the said tenancy therein) ALL THAT piece or parcel of the said land hereditaments and premises containing by estimation an area of 7(seven) Cottgahs 2 (two) Chittacks 20 (twenty) Sq.ft. be the same a little more or less together with tile shed structure thereon comprised of the said Property particularly mentioned and described in the Schedule hereunder written and more clearly delineated with RED border line in the sketch Map or Plan annexed hereto OR HOWSOEVER otherwise the said Property now or heretofore were or was situated, butted, bounded, called, known, numbered, described and distinguished TOGETHERWITH structure, fixtures, yards, court yards, boundary walls, ways, water, watercourses and benefits and advantages of ancient and other rights, liberties, easements, privileges, appendages and appurtenances whatsoever thereto the said Property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into and upon the said Property or every part thereof AND all the deeds, pattas, muniments, writings and evidences of title which in anywise relate to the said Property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors, their respective heirs, executors, administrators, representatives and assigns or any person or persons from whom he/she/they can or may procure the same without action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY the said Property and every part thereof hereby granted, sold, conveyed and

well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendors from to these presents AND the Vendors do and each of them doth hereby for themselves, their respective heirs, executors, administrators, representatives and assigns covenant with the Purchaser, its successors in office and assigns that notwithstanding any act, deed or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary they the Vendors had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and in favour of the Purchaser, its successors in office and assigns in the manner aforesaid AND THAT the Purchaser, its successors in office and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Property and every part thereof with the absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienated the said Property or any part or every part thereof and receive the rents, issues and profits thereof without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said Property or any part thereof from under or in trust for them the Vendors herein shall and will from time to time and at all times hereafter at the request and costs of the Purchaser, its successors in office and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said Property and every part thereof

heirs, executors, administrators, representatives and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser, **its** successors in office and assigns against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendors or any breach of the covenants hereinabove contained and the Purchaser herein shall every right to mutate **its** name in the records of the Kolkata Municipal Corporation without consent of the Vendors herein upon payment of relevant taxes thereof **AND THIS INDENTURE FURTHER MORE WITNESSETH** that the peaceful khas possession of the said Property is being handed over by the Vendors to the Purchaser herein simultaneously upon execution of these presence free from all encumbrances in any manner whatsoever.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land hereditaments and premises containing by estimation an area of 7(seven) Cottgahs 2 (two) Chittacks 20 (twenty) Sq.ft. be the same a little more or less together with Tile Shed Structure thereon measuring 150 Sq. ft. lying situate at and being Eastern portion of the Premises No. 64/1, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation under Assessee No.11-003-09-0150-2 in Ward No.03 Additional District Sub-Registration office at Sealdah in the District of South 24-Parganas and which is butted and bounded as follows:-

ON THE NORTH: By Kshudiram Bose Sarani

(formerly Belgachia Road

ON THE SOUTH: By Premises No. 64/1/15, Kshudiram

Bose Sarani (formerly Belgachia Road)

ON THE EAST: By Kshudiram Bose Sarani (formerly

Belgachia Road) towards Central Diary

ON THE WEST: By the Western portion of the Premises No.

64/1 Kshudiram Bose Sarani (formerly Belgachia Road) on the stair side of the

building

IN WITNESS WHEREOF the Parties herein have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendors at Kolkata in presence of :-

1. Subsola Dan.
Sealdah Court.
Kal-700014

Signature of the Vendor No. 1

2. Kartrek Chakraborty

Delarati Sinha.
Signature of the Vendor No. 2

UNITED MERCHANT GROUP

2. Anom De Potharx

Rebindry WARD Samuel.

SIGNED, SEALED AND DELIVERED
by the Purchaser at Kolkata

by the Purchaser at Kolkata in presence of :-

1. Subata Denide. Sealdah Cowif. Kal-700014

3. Ganesh. Bhatfachoryya,

2. Kanfrek Chakraberty

A Dilip ghos

Drafted by :-

Kalipada Charan

Managing Partner

Signature of the Purchaser

RECEIPT

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs.1,00,00,000/- (Rupees One Crore)** only being the full and final consideration money under this presents as per Memo given below:-

MEMO OF CONSIDERATION

1. By R.T.G.S. No. 481NH-13106303510

dated -16:4:2013 to Smt. Rita Sinha Rs. 30,00000/-

dated - 16: 4: 2013 to Smt. Rita Sinha

2. By Cheque No. -8314!2 dated -15: 4: 2013 drawn on S.B.I., D.B.M.C. Branch in the name of Smt. Rita Sinha

Rs. 20,00000/≥

TOTAL: Rs. 50,00,000/-

3. By R.T.G.S. No. 38/N/3/10/63/89/5
dated -16:4:2013 to Smt. Debarati Sinha Rs. 30,00000/2
4. By Cheque No. -23/4/3 dated -15:4:2013

4. By Cheque No. -83J-4J-3---- dated - drawn on S.B.I., D.B.M.C. Branch in the name of Smt. Debarati Sinha

Rs. 20,00000/s

TOTAL: Rs. 50,00,000/-

(GRAND TOTAL RS. 1,00,00,000/-)

(Rupees One Crore only)

WITNESSES:-

1. Subsata Dly. Seal back Court. Kar-700014

Onta Duha

Signature of the Vendor No. 1

2. Karfrek Chakrosbord

CONVEYANCE DEED SITE PLAN OF PREM. NO- 64/1, KSHUDIRAM BOSE SARANI, KOLKATA- 700 037, WARD NO. - 03, BOROUGH-I, SCALE= 1:300 UNDER THE KOLKATA MUNICIPAL CORPORATION. AREA OF LAND = 7 K. - 2 CH. - 20 SFT.SHOWN BY RED (11) 64 1-4974-1-2993 KHUDIRAM BOSE SARANI PORTION OF 64/1, K.B.SARANI 10817 KSHUDIRAM BOSE SARANI UNITED MERCHANT GROUP abindry Mith Surval

SIG. OF VENDOR'S

Silip Ghosh.

SIG. OF PURCHASER'S

DIDUKE DWAS

JIPANKAR DUTTA L.B.S

UNDER THE KOLKATA

MUNICIPAL CORPORATION

MCORSO NO. ... 1222 T.

SIG. OF L.B.S.



Government Of West Bengal Office Of the D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 04739 of 2013 (Serial No. 03864 of 2013 and Query No. L000006966 of 2013)

On 16/04/2013

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

Presented for registration at 15.30 hrs on :16/04/2013, at the Private residence by Ananda Pathak , one of the Claimants.

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

Execution is admitted on 16/04/2013 by

- 1. Smt Rita Sinha, wife of Lt Debasis Sinha , Belgachia Villa, 64b, Khudiram Bose Sarani, Kolkata, Thana:-Ultadanga, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700037, By Caste Hindu, By Profession: House wife
- 2. Smt Debarati Sinha, daughter of Lt Debasis Sinha, Belgachia Villa, 64b, Khudiram Bose Sarani, Kolkata, Thana:-Ultadanga, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700037, By Caste Hindu, By Profession : House wife
- 3. Sri Dilip Ghosh Partner, United Merchant Group, Pan No. Aadfu5228k, 21/h/37/5, Raja Manindra Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700037. . By Profession : Business
- 4. Sri Rabindra Nath Sarkar Partner, M/s. United Merchant Group, Pan No. Aadfu5228k, 21/h/37/5, Raja Manindra Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700037. . By Profession : Business
- 5. Sri Ananda Painak Partner, United Merchant Group, Pan No. Aadfu5228k, 21/h/37/5, Raja Manindra Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700037. , By Profession : Business
- 6. Sri Ganesh Bhattacharyya Partner, United Merchant Group, Pan No. Aadfu5228k, 21/h/37/5, Raja Manindra Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700037. , By Profession : Business

Identified By Madhusudan Nandi, son of Lt Bholanath Nandi, 64b, Khudiram Bose Sarani, Kolkata, Thana:-Ultadanga, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700037, By Caste: Hindu, By Profession: Service.

> (Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

> > Alipore, South 24-Parganas

(Rajendra Prasad Upadhyay) TRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 1 of 2

20/05/2013 16:50:00



Office Of the D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 04739 of 2013 (Serial No. 03864 of 2013 and Query No. L000006966 of 2013)

On 17/04/2013

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.-1,99,68,499/-

Certified that the required stamp duty of this document is Rs.- 1397815 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Smritikana Panda)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 24/04/2013

Payment of Fees:

Amount by Draft

Rs. 219700/- is paid, by the draft number 757345, Draft Date 24/04/2013, Bank Name State Bank of India, NORTHERN AVENUE, received on 24/04/2013

(Under Article: A(1) = 219648/-, E = 14/-, H = 28/-, M(b) = 4/-, Excess amount = 6/- on 24/04/2013)

Deficit stamp duty

Deficit stamp duty Rs. 700000/- is paid, by the draft number 966481, Draft Date 16/04/2013, Bank: State Bank of India, BELGACHIA MILK COLONY, received on 24/04/2013

(Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

On 20/05/2013

Certificate of A. missibility (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.

Deficit stamp duty

Deficit stamp duty Rs. 692815/- is paid, by the draft number 966623, Draft Date 20/05/2013, Bank: State Bank of India, BELGACHIA MILK COLONY, received on 20/05/2013

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

Alipore South 24 Possensyay)

ISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 2 of 2

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	T. S. T.				
Debarati Sisha.					
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	Left Hand				
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	Right Hand				
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
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