

P/P- 1083  
21.8.08.

T- 835  
22.8.08.



V. Car no- 107.6666/-  
452-Alt  
19.8.08.  
9/11-250/-  
52.00/-  
A-448440.00  
448447.00  
21.8.08.  
9/11-250/-  
52.00/-  
302/-

Full realized on B.D.  
पश्चिम बंगाल WEST BENGAL  
21AA 603423  
448447.00  
Rita Adhikary  
0129  
462773  
dt- 19.6.08.

**Conveyance**

1. Date: 19/08/2008

Nature of Document: Deed of Conveyance

3. Parties: Collectively the following:

3.1 Vendor: Rita Adhikary, wife of Shri Smarjit Adhikary, permanently residing at 3/5/B, Nandaram Sen Street, Kolkata-700005 and currently residing at 88, Ramkrishnapalli, Mukundapur, P.S. Purba Jadavpur, District 24 Paraganas (South) Kolkata-700099 of the First Part.

*[Signature]*  
21/8/08

*[Signature]*  
A. D. B.  
21.8.08.

*[Signature]*

*[Signature]*

*[Signature]*



135435



Address: 71, Park Street, (Room No.-16)  
Kolkata - 700 016

120308

110 Licensed Stage Vendor  
19th S. S. JALAN & CO.



Chandra Prakash Kakrania  
19/8/08

Chandra Prakash Kakrania  
as constituted along for Pita  
Adhikary is admitted by law

Sachinlal Haupuria  
1st flat Rajendra Haupuria  
at 3/3/2 Bangor Avenue  
P.S. Dabur Fort  
K.A. 55

Chandra P. Kakrania  
V.C.T.

876  
876

Chandra P. Kakrania

(CHANDRA PRAKASH KAKRANIA)

Header



V.C.T.  
874

Sachinlal Haupuria

Rajeev K. Yadav  
Advocate  
High Court  
Kolkata

Identified by

Rajeev K. Yadav  
Advocate  
High Court, Kolkata.

Administrative stamp and signature area at the bottom of the document.

- 3.2 **Purchaser:** The West Bengal Housing Board, constituted under Section 3 of the West Bengal Housing Board Act, 1972 and having its office at 105, S. N. Banerjee Road, Kolkata-700014 of the Second Part.
- 3.3 **Confirming Party:** Sohanlal Manpuria, son of Late Bajranglal Manpuria, permanently residing at 313/2, Bangur Avenue, Block "A", Police Station Lake Town, District North 24 Paraganas, Kolkata-700055 and currently residing at 88, Ramkrishnapalli, Mukundapur, P.S. Purba Jadavpur, District 24 Paraganas (South) Kolkata-700099 of the Third Part.
- 3.4 The terms "Vendor" "Purchaser" and "Confirming Party" shall include their respective successors-in-interest.
4. **Subject matter:** Sale of Vendor's undivided 1/12<sup>th</sup> share in 20.184 Acres of Land (the "Land") in Mouza Barakhola, J. L. No. 21, within Police Station Purba Jadavpur (formerly Tollygunge) Sub - Registry Office Sealdah, in the District of South 24 Parganas, and comprised in R.S. Plot Nos. and Khatian Nos. as follows:-

| Khatian    | R.S. Plot No. | Quantity to be Sold (Acre) |
|------------|---------------|----------------------------|
| 156<br>164 | 135 (P)       | 5.759                      |
| 156<br>164 | 136 (P)       | 5.233                      |
| 165<br>157 | 137 (F)       | 0.16                       |
| 148        | 126/165 (P)   | 5.164                      |
| 156<br>164 | 124/167 (P)   | 1.421                      |
| 156<br>164 | 127/169 (P)   | 1.145                      |
| 147        | 128/170 (F)   | 0.40                       |
| 148        | 129/171 (P)   | 0.902                      |
|            |               | 20.184                     |

The undivided 1/12<sup>th</sup> share of the Vendor is hereinafter referred to as (the "Proportionate Share"), and the Land is more fully described in Schedule-A hereto and delineated in the Plan annexed hereto and therein bordered Red.



On behalf of West Bengal Housing Board  
KGO-I, Land Acquisition Cell and Authorised Officer  
West Bengal Housing Board

Swapan Kumar Chakrabarty  
22/8/2006



19 AUG 2006

Identified by me  
Sebadas Hazra  
S/o Late Ranjit Hazra  
Service  
6/7A, AIE Bose Road  
KOL-17.

Swapan Kumar Chakrabarty

KGO-I Land Acquisition Cell and authorised officer  
West Bengal Housing Board

office at 105 S.A. Banerjee Rd  
KOL-14

Sebadas Hazra  
S/o Late Ranjit Hazra  
6/7A A.I.E. Bose Rd  
KOL-17  
Service

22 AUG 2006



## 5. Background:

- 5.1 The Vendor is the sole and absolute owner of the Proportionate Share in the Land described in **Schedule-A** hereto and the devolution of the Vendor's title to the Proportionate Share is described in **Schedule-B** hereto.
- 5.2 By an Agreement for Sale (the "**Agreement**") dated the 27<sup>th</sup> day of July, 2007 registered with the Additional District Sub-Registrar, Sealdah in Book No. 1, Volume No. 37, Pages 89 to 98, being Deed No. 749, for the year 2007 the Vendor agreed to sell and the Purchaser agreed to purchase the Proportionate Share for the consideration and on the terms and conditions contained therein.
- 5.3 By a Power of Attorney dated the 27<sup>th</sup> day of July, 2007 registered with the Additional District Sub-Registrar, Sealdah in Book No. IV, Volume No. 1, Pages 148 to 151, Being No.24, for the year 2007, the Vendor has appointed Mr. C.P. Kakarania, son of late Purushottam Lal Kakarania, working for gain at 86C, Topsia Road (South), Kolkata-700046 as his Attorney (the "**Attorney**") to execute this Deed of Conveyance, to present for registration and to admit the execution thereof and to complete the sale of the Proportionate Share in favour of the Purchaser on his behalf.
- 5.4 Pursuant to the above Agreement, this Conveyance is being executed by the Attorney on behalf of the Vendor and the Confirming Party to give effect to the sale of the Proportionate Share by the Vendor to the Purchaser free from all encumbrances.
- 5.5 Appropriate stamp duty has been paid on the registered Agreement for sale referred to in clause 5.2 above, and, therefore, this Conveyance is being executed on Rs. 10/- stamp paper, claiming adjustment of the stamp duty already paid.

## 6. Transfer:

- 6.1 **Sale:** At and for the consideration mentioned in clause 6.2, the Vendor hereby sells and transfers the Proportionate Share to the Purchaser, absolutely and free from all encumbrances which the Purchaser shall have and hold forever hereafter. The Confirming Party has joined this Conveyance as a Confirming Party and confirms





RECEIVED  
15 JULY 1966  
1000

such sale. It is a sale within the meaning of Section 54 of the Transfer of Property Act, 1882.

**6.2 Consideration:**

- i) The sale of the Proportionate Share is being made by the Vendor for the consideration of Rs. 10,00,000/- (Rupees ten lakh) only, the entirety of which has been paid by the Purchaser to the Vendor simultaneously with the execution of the Agreement. The Vendor hereby and by the Memo of Consideration herein below admits and acknowledges the receipt of the total consideration of Rs. 10,00,000/- (Rupees ten lakh) only and releases the Purchaser and the Proportionate Share of and from the same.
- ii) In consideration of the payment of a total sum of Rs. 3,97,66,667/- (Rupees three crore ninety-seven lakh sixty-six thousand six hundred and sixty-seven) only, the Confirming Party hereby confirms the sale of the Proportionate Share to the Purchaser and expressly agrees that he has no claims or demands in respect of the Proportionate Share on any account whatsoever.
- iii) Simultaneously with the execution of the Agreement, the Purchaser has paid to the Confirming Party the entire consideration of Rs. 3,97,66,667/- (Rupees three crore ninety-seven lakh sixty-six thousand six hundred and sixty-seven) only, for confirming the sale of the Proportionate Share to the Purchaser, the receipt of which the Confirming Party hereby and by the Memo of Consideration herein below admits and acknowledges.

**6.3 Possession:** Possession of the Proportionate Share has been handed over to the Purchaser.

**6.4 Covenant of the Vendor:** The Vendor in future shall, at the request and cost of the Purchaser, execute such and all other deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Proportionate Share or more effectually transferring the Proportionate Share to the Purchaser.

**6.5 Indemnity:** The Vendor hereby indemnifies and agrees to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs or





41 *St. A.*  
Register,  
26 Feb  
AUG 2008



expenses that the Purchaser may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the Proportionate Share or any part thereof, statutory or contractual, and the Vendor hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.

**Schedule-A**  
**(The Land)**

20.184 Acres of Land in Mouza Barakhola, J. L. No. 21, within Police Station Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah, in the District of South 24 Parganas, and comprised in R.S. Plot Nos. and Khatian Nos. as follows :-

| Khatian    | R.S. Plot No. | Quantity to be Sold (Acre) |
|------------|---------------|----------------------------|
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| 156<br>164 | 136 (P)       | 5.233                      |
| 165<br>157 | 137 (F)       | 0.16                       |
| 148        | 126/165 (P)   | 5.164                      |
| 156<br>164 | 124/167 (P)   | 1.421                      |
| 156<br>164 | 127/169 (P)   | 1.145                      |
| 147        | 128/170 (F)   | 0.40                       |
| 148        | 129/171 (P)   | 0.902                      |
|            |               | <b>20.184</b>              |

delineated in the Plan annexed hereto and therein bordered Red.

**Schedule-B**  
**(Devolution of Title)**

(A) The Vendor has represented to the Purchaser as follows:-

- i) By virtue of a Compromise Decree dated 14<sup>th</sup> March, 1966 passed in Title Suit No. 38 of 1962 by the then Third Subordinate Judge at Alipore, Reba Rani Ghosh, Ila Basu Chowdhury, Sulekha Dey and Debabrata Sen (hereinafter referred to as the "Original Owners") became the absolute owners of the Land, each having 1/4<sup>th</sup> undivided interest therein.



Minister of  
Agriculture, Fisheries  
& Forestry  
13 AUG 2006

- ii) On 13<sup>th</sup> March, 1968 the Original Owners entered into an Agreement for Sale with the West Bengal Government Employees Cooperative Housing Society Ltd (the "Society") in respect of 78 Bighas of land including the Land.
- iii) In 1995, the Society filed a suit being T.S. No. 127 of 1995 in Alipore Court against the Original Owners for specific performance of the Agreement dated 13<sup>th</sup> March, 1968.
- iv) On 4<sup>th</sup> March, 1997, the Society withdrew the above suit but filed a fresh suit being T.S. 37 of 2004 in Alipore Court on the same cause of action (the "Society Suit"). The Society Suit has now been transferred to the Calcutta High Court and has been renumbered as EOS No.3 of 2007, where it is pending. The High Court has passed an Order of Status Quo in the matter.
- v) Further, by an Agreement for sale dated 7<sup>th</sup> September, 1989 which was registered on 8<sup>th</sup> September, 1989 in the Office of the District Registrar at Alipore in Book No. I, Deed No. 12266, for the year 1989 the Original Owners agreed to sell the Land to the Confirming Party herein.
- vi) The Original Owners agreed to sell the Land at a price of Rs. 700.00 per Cottah free from all encumbrances and jointly accepted Rs. 50,000.00 in cash as earnest money from the Confirming Party.
- vii) By a Deed of Declaration and Rectification dated 17<sup>th</sup> January, 1990 executed by the Original Owners in favour of the Confirming Party, the Agreement for sale dated 7<sup>th</sup> September, 1989 was rectified including therein the Schedule of Land to be sold under the Agreement and the said Deed of Rectification was also registered on 17<sup>th</sup> January, 1990 in Book No. I, Deed No. 668 for the year 1990 in the Office of District Registrar at Alipore.
- viii) On various dates, the Original Owners accepted further consideration money from the Confirming Party herein.
- ix) By an Agreement dated 17<sup>th</sup> January, 1990 Banani Properties Private Ltd (**Banani**), the Confirming Party and the Original Owners agreed to develop a mini township on the Land on the terms and conditions contained therein and it







*A*  
13 AUG 2009

11

was also confirmed that the Agreement dated 7<sup>th</sup> September, 1989, and the Deed of Rectification dated 17<sup>th</sup> January, 1990 stood assigned to Banani and would be subject to the conditions set out in the Agreement dated 17<sup>th</sup> January, 1990.

- x) A purported order of vesting was passed by State of West Bengal in respect of the Land.
- xi) On 24<sup>th</sup> September, 1992 the said order of vesting was set aside by a Single Judge of the Calcutta High Court in a Writ Proceeding and the order of the Single Judge was upheld both by the Division Bench, and the Supreme Court.
- xii) In 1994, Banani filed a suit in the Calcutta High Court being C.S. No. 397 of 1994 for specific performance of the Agreement dated 7<sup>th</sup> September, 1989 as rectified by the Deed of Rectification dated 17<sup>th</sup> January, 1990 only against three of the Original Owners, namely, Ila Basu Chowdhury, Debabrata Sen, and Reba Rani Ghosh.
- xiii) In 1995 the Confirming Party filed a suit for Specific Performance of the Agreement for Sale dated 7<sup>th</sup> September, 1989 in the Court of the then 5<sup>th</sup> Assistant District Judge at Alipore being Title Suit No. 10 of 1995 and obtained an order of injunction on 13<sup>th</sup> January, 1995 directing the parties to maintain status quo.
- xiv) On 16<sup>th</sup> January, 1995 Banani obtained a consent decree in terms of a "Settlement" between the Parties in Suit No. 397 of 1994 from the Hon'ble High Court at Calcutta in respect of an undivided 3/4<sup>th</sup> share in the Land of Ila Basu Chowdhury, Debabrata Sen and Reba Rani Ghosh.
- xv) The Confirming Party filed a Suit being Suit No. 199 of 1995 in the High Court at Calcutta challenging the aforesaid consent decree dated 16<sup>th</sup> January, 1995 passed in Suit No. 397 of 1994 in the High Court at Calcutta. The High Court stayed the operation of the Consent Decree. The Said Suit is pending but the order staying the operation of the Consent Decree was subsequently vacated.






*[Handwritten Signature]*  
Registrar,  
MS. 12-64 Party  
13 AUG 2009





- xvi) In C.S. No. 199 of 1995 Banani moved an interlocutory application being G.A. No. 1947 of 2006 and obtained an interim order restraining the Owners and the Vendor from dealing with or disposing of the Land.
- xvii) In August, 2006 Banani filed an application in the Calcutta High Court for execution of the Consent Decree obtained by it in C.S. 397 of 1994.
- xviii) On 16<sup>th</sup> May, 2007 all Parties to Suit No. 199 of 1995 in the Calcutta High Court signed Terms of Settlement in the said Suit whereby the Confirming Party, inter alia, agreed to pay to Banani the sum of Rs. 10 crores in certain instalments as stated therein, and Banani agreed that upon receipt of the entire amount of Rs. 10 crores, the Consent Decree dated 16<sup>th</sup> January, 1995 passed in Suit No. 397 of 1994 would stand set aside and cancelled, all interim Orders in Suit No. 199 of 1995 shall stand vacated and Banani would withdraw the said Suit No. 397 of 1994, and also the Execution Case no. 59 of 2006 filed by Banani in the said Suit.
- xix) The Confirming Party filed the Terms of Settlement and made an application to the High Court for an order that the Terms of Settlement be taken on record and the proceedings mentioned therein be disposed of accordingly.
- xx) On 11<sup>th</sup> June, 2007, the High Court passed an Order allowing the proceedings mentioned in the Terms of Settlement to be disposed of in accordance with such terms.
- xxi) Pursuant to the above Terms of Settlement, Banani has received the total amount of Rs. 10,00,00,000/= (Rupees ten crores) only from the Confirming Party.
- xxii) On the death of Reba Rani Ghosh, her legal heirs, Rita Adhikary i.e. the Vendor herein, Debashish Ghosh and Ashish Ghosh have collectively become the owners of the undivided 1/4<sup>th</sup> share in the Land, each having undivided 1/12<sup>th</sup> share in the Land.

(B) By an Order dated 19<sup>th</sup> of August, 2008, the Calcutta High Court has now dismissed EOS No. 3 of 2006.







10 AUG 1962

IN WITNESS WHEREOF the Parties hereto have executed these presents at Kolkata on the day, month, and year first above written.

EXECUTED AND DELIVERED by  
C.P. Kakarania for and on behalf of the  
Vendor, as his Constituted Attorney, in  
the presence of:

*Chandra K. Kakarania*  
(Signature of C.P. Kakarania,  
the Constituted Attorney of  
the Vendor)

1. *Somenath Chakraborty*

2. *M. L. (Mohan. V.)*  
86C, Topsia Road (S), Kol-46

EXECUTED AND DELIVERED by  
the Purchaser in the presence of:

On behalf of West  
Bengal Housing Board

*Sripran Kumar Chakraborty*  
KOL. Land Acquisition  
Off and Authorised Officer,  
West Bengal Housing Board

1. *Somenath Chakraborty*

2. *M. L.*

EXECUTED AND DELIVERED by  
the Confirming Party in the presence of:

*Somenath Chakraborty*

1. *Somenath Chakraborty*

2. *M. L.*





*[Handwritten signature]*  
19 AUG 2008

## Receipt and Memo of Consideration

The Vendor confirms having received from the Purchaser the sum of Rs. 10,00,000/- (Rupees ten lakh) only towards full and final payment for Sale of the Proportionate Share in the manner following:

| Date      | Mode                | Number | Bank             | Branch       | Amount (Rs.) |
|-----------|---------------------|--------|------------------|--------------|--------------|
| 25.7.2007 | Manager's<br>Cheque | 001247 | YES Bank<br>Ltd. | Camac Street | 10,00,000/=  |

Chandra P. Karan

(VENDOR)

Witnesses:

1. Jayarama Chakraborty  
P.O. 2/11 - Futigada, South 29 Bargarh
2. Mohanan V  
Mohanan V



*[Handwritten signature]*  
Notary Public,  
State of New York  
13 AUG 2009

## Receipt and Memo of Consideration

The Confirming Party confirms having received from the Purchaser the sum of Rs. 3,97,66,667/- (Rupees three crore ninety-seven lakh sixty-six thousand six hundred and sixty-seven) only in the manner following:

| Date      | Mode                | Number | Bank             | Branch       | Amount (Rs.)  |
|-----------|---------------------|--------|------------------|--------------|---------------|
| 26.7.2007 | Manager's<br>Cheque | 001270 | YES Bank<br>Ltd. | Camac Street | 1,98,66,667/= |
| 26.7.2007 | Manager's<br>Cheque | 001269 | YES Bank<br>Ltd. | Camac Street | 1,99,00,000/= |

Sathar Lal Sharma

(CONFIRMING PARTY)

Witnesses:

1. Somenath Singh  
P.O. 2 Vili Fudigoda South 24 Parganas
2. Mohanan. V  
Mohanan





*[Signature]*  
Sub-Registrar,  
No. 26 Puz  
19 AUG 2008












*[Faint illegible text]*

SIGNATURE OF THE  
PRESENTANT/  
EXECUTANT/SELLER/  
BUYER/CLAIMANT  
WITH PHOTO












UNDER RULE 44A OF THE I.R. ACT 1908  
L.H. BOX – SMALL TO THUMB PRINTS  
N.B.: -  
R.H. BOX – THUMB TO SMALL PRINTS

|   |      |   |   |  |   |   |
|---|------|---|---|--|---|---|
|  | L.H. |  |  |  |  |  |
|   | R.H. |  |  |  |  |  |

ATTESTED :- *Chandra N. Venkatesh*

|   |      |   |   |  |   |   |
|---|------|---|---|--|---|---|
| <br><i>On behalf of<br/>Bengal Housing Board<br/>KGO-1, Land Acquisition<br/>Cell and Authorised Office,<br/>West Bengal Housing Board</i><br><i>Sampurn Kumar</i> | L.H. |  |   |   |   |  |
|   | R.H. |  |  |  |  |  |

ATTESTED :-

|   |      |   |   |  |   |   |
|---|------|---|---|--|---|---|
| <br><i>Sohan Lal Mahto</i> | L.H. |  |  |  |  |  |
|   | R.H. |  |  |  |  |  |

ATTESTED :-



Handwritten signature  
District Registrar,  
District 24 Pat  
19 AUG 2008

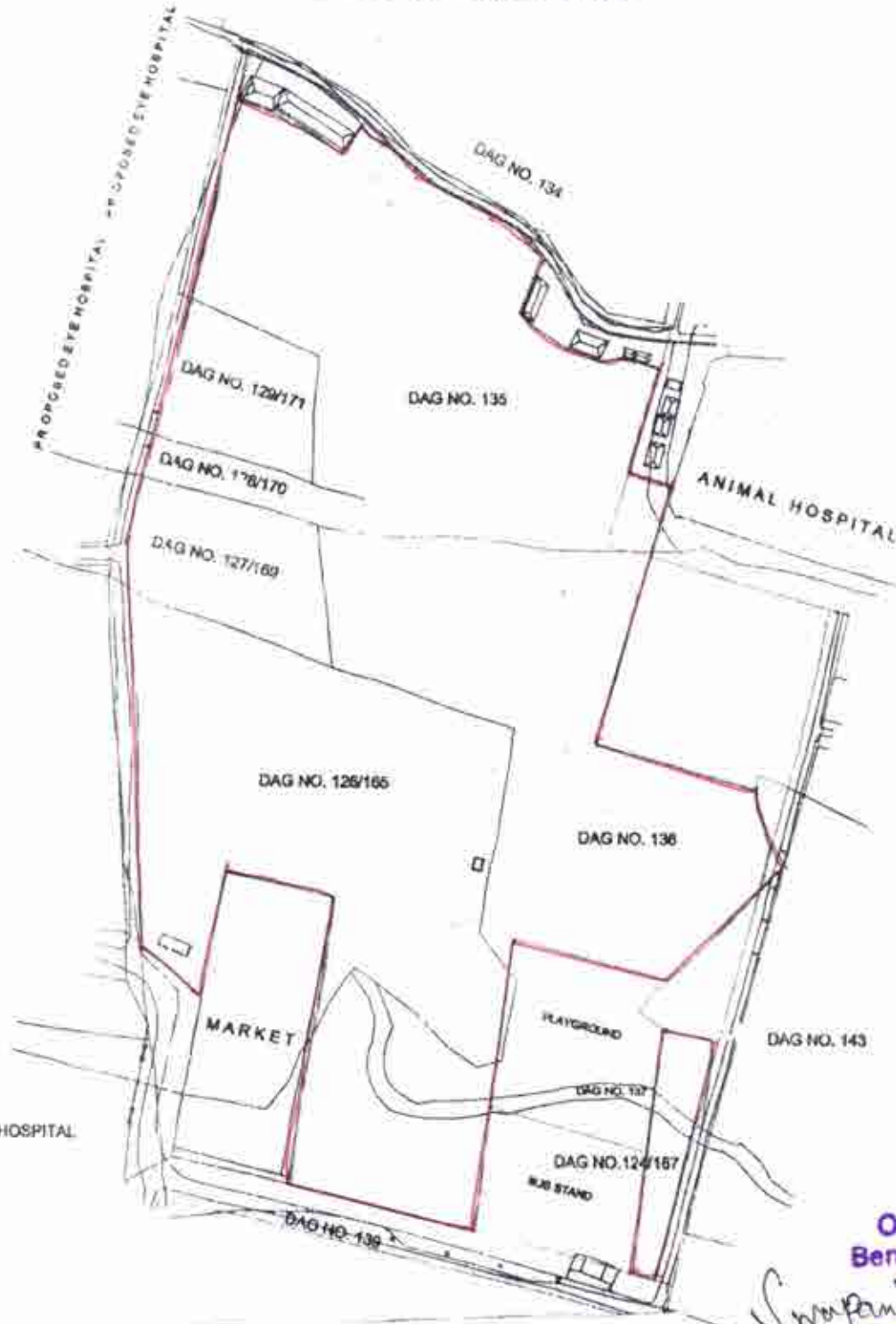
Handwritten signature  
District Registrar,  
District 24 Pat  
19 AUG 2008



Handwritten signature  
District Registrar,  
District 24 Pat  
19 AUG 2008

**SITE PLAN SHOWING THE UNDIVIDED ONE-TWELFTH SHARE IN THE AREA OF LAND AT DAG NO. 135(P), 136(P), 137(F), 126/165(P), 127/169(P), 128/170(P), 129/171(P) & 124/167(P) IN MOUZA - BARAKHOLA, J.L. NO. - 21, P.S.- PURVAJADAVPUR, DIST.- 24 PARGANAS (SOUTH)**

VENDOR: RITA ADHIKARI  
PURCHASER: WEST BENGAL HOUSING BOARD



**DAG AREA STATEMENT**

|                     |                   |
|---------------------|-------------------|
| DAG NO. 135 (P)     | 5.759 ACRE        |
| DAG NO. 138 (P)     | 5.233 ACRE        |
| DAG NO. 126/165 (P) | 5.164 ACRE        |
| DAG NO. 127/169 (P) | 1.145 ACRE        |
| DAG NO. 128/170 (P) | 0.400 ACRE        |
| DAG NO. 129/171 (P) | 0.932 ACRE        |
| DAG NO. 124/167 (P) | 1.421 ACRE        |
| DAG NO. 137 (F)     | 0.160 ACRE        |
| <b>TOTAL</b>        | <b>20.18 ACRE</b> |

**LEGEND**

EXISTING STRUCTURE

On behalf of West Bengal Housing Board

KGO-I, Land Acquisition Cell and Authorized Officer, West Bengal Housing Board

SIGNATURE OF PURCHASER

SIGNATURE OF VENDOR

SIGNATURE OF PURCHASER



19 AUG 2008

248  
835  
08  
43  
259



28/8/08



=====  
Dated this 19<sup>th</sup> day of Aug., 2008  
=====

BETWEEN

Rita Adhikary

... Vendor

AND

The West Bengal Housing Board

... Purchaser

AND

Sohanlal Manpuria

... Confirming Party

CONVEYANCE

S. JALAN & COMPANY  
Solicitors & Advocates,  
6/7A, A.J.C. Bose Road,  
Kolkata-700 017