भारकीय घेर ज्यायिक

दम ४ रुपये रु.10

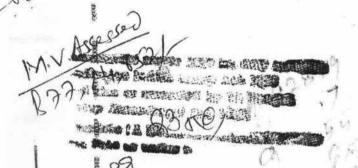
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Rs.10

INDIA NON JUDICIAL

প্রশ্বিচমবঙ্গ पश्चिम बंगाल WEST BENGAL

13AA 644860





ADDITIONAL REGISTRAR OF ASSURANCES IN KOLLAND

095632 13.2.02 13.2.02

THIS DEED OF CONVEYANCE is made this 14th day of February Two

Thousand and Seven BETWEEN (i) HEMENDRA NATH BANERJEE son of Late Harendra Nath Banerjee and presently residing at No. 4, Nibedita Sarani, Garfa, PO Haltu, Kolkata 700 078, (ii) SAMIR KUMAR BANERJEE son of Late Nrisingha Prosad Banerjee presently residing at

Cheque No. 756059

It 19. 7. 07 for

R. 229500 . 60

has been Paid as beset Stamp down



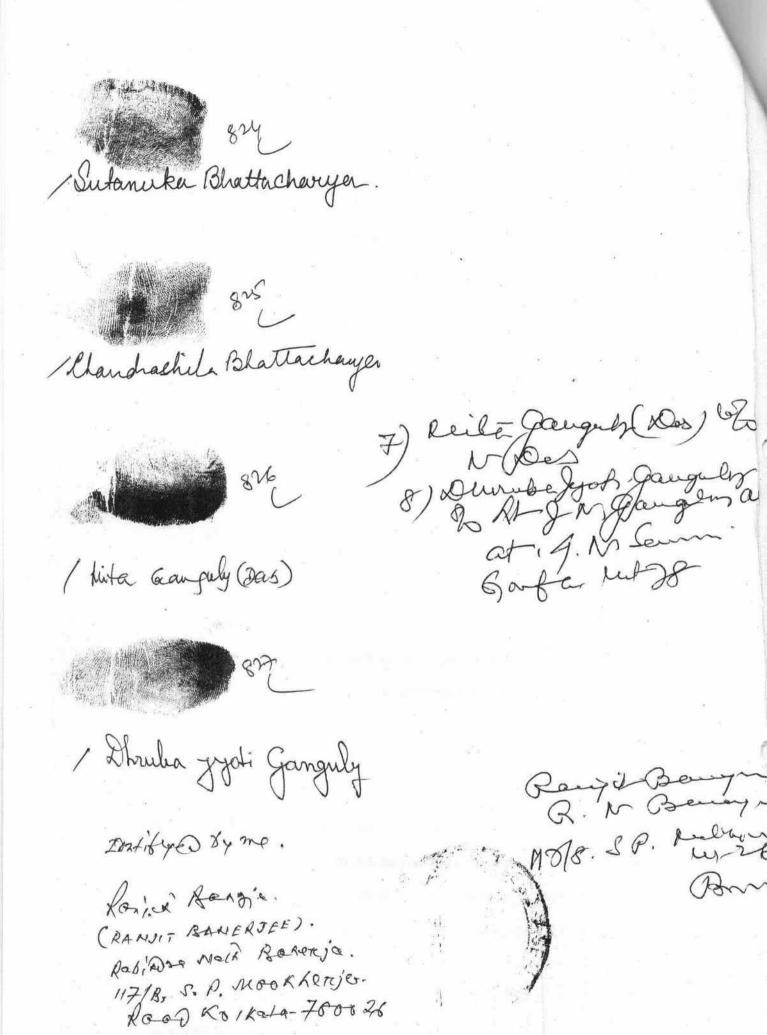
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Senja, Rumo Buil 10, 8,30 Table, Actooshe, Cod. Newe ADD/ADV.... - 6 FEB 2007 SURANJAN . J. HERJEE Licensed Stemp Vendor 2 & 3, K. S. Roy Road, Kol. Alewendon Nath Laugee Sno Presented for Registrates the ... Venuer Residence ray al Doce Hencedon Nati Laugie Defense to all Ban Samil Kr. Barefu USG BRader fleadhim Gosevann Familie Colotaly Mira Mubblerijee. DOK-O6 Rel Co. Peratrelic . Madhwei Goswain pary if Bo ASSURANCES I, KOLKATA TOOHING by no. Ranjer Rosersa

No. 890, Lake Town, Kolkata 700 089, (iii) MIRA MUKHERJEE wife of Sri Bimal Mukherjee and presently residing at Flat No. 93C, Saptaparni, 58/1, Ballygunge Circular Road, Kolkata 700 019, (iv) MADHURI GOSWAMI wife of Sri Ananda Goswami presently residing at No. P - 1, Satgram, Biren Roy Road (West), PO Sarsuna, Kolkata 700 061, (v) SUTANUKA BHATTACHARYA (vi) CHANDRASHILA BHATTACHARYA both daughters of Late Shanti Bhushan Bhattacharya and both presently residing at No. 95, Dr. Meghnad Saha Sarani, Flat No. 5C, Kolkata 700 029, (vii) MITA GANGULY (nee DAS) wife of Sri Nitish Das and presently residing at No. 47/3, Kalitala Link Road, North Purbachal, Mandirpara, PO Haltu, Kolkata 700 078, (viii) DHRUBA JYOTI GANGULY son of Late Jitendra Nath Ganguly and presently residing at No. 55/1, Purbachal Canal Road, PO Haltu, Kolkata 700 078 hereinafter collectively referred to as the VENDORS (which term or expression shall unless excluded by or therebe something repugnant to the subject or context hereof shall be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND SWASTIC PROJECTS PRIVATE LIMITED a company within the meaning of the Companies Act, 1956 and presently having its registered office situate at No. 21/2, Ballygunge Place, Kolkata 700 019 hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or therebe something repugnant to the subject or context hereof shall be deemed to mean and include its successor, successors - in - interest and assigns) of the OTHER PART:

WHEREAS:

A. By an Indenture dated 23rd April 1931 and registered with the Sadar Sub-Registrar at Alipore in Book No. I, volume No. 28 in pages 250 to 252 being deed No. 1770 of 1931 The Trustees for the Improvement of Kolkata sold transferred and conveyed unto and in favour of Harendra Nath Banerjee ALL THAT the piece or parcel of land containing by ad-measurement an area of 07 (seven) cottahs 08 (eight) chittacks and 05 (five) sq. ft. be the same a little more or less and lying situate at and/or being Plot No. 228 of the surplus land in Improvement Scheme No. IVA (hereinafter referred to as the said LAND) for the consideration and in the manner as contained and recorded therein.



Basi Loss.

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

- B. The said Harendra Nath Banerjee also constructed a three-storied building and other structures on the said Land.
- C. Though the said Land was purchased in the name of Harendra Nath Banerjee and the building constructed thereon was also done by Harendra Nath Banerjee but all of the same was done out of the funds and money belonging exclusively to his wife namely Sarojbasini Banerjee and as such by a Bengali Deed of Release dated 08th June 1932 and registered with the Sadar Sub-Registrar at Alipore in Book No. I, volume No. 52, in pages 96 to 98 being No. 2162 of 1932 the said Harendra Nath Banerjee released and/or transferred ALL THAT his entire right title interest claim and/or demand into or upon the said Land alongwith the building and structures thereon unto and in favour of his wife namely Sarojbashini Banerjee in the manner as contained and recorded therein.
- D. The said Sarojbasini Banerjee thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said Land together with the building and structures standing thereon.
- E. The said Land alongwith the building and structures was subsequently named and numbered as municipal premises Nos. 117A and 117B, Shyama Prasad Mukherjee Road, Kolkata 700 026 PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation (hereinafter referred to as the said PREMISES) and is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- F. The said Sarojbasini Banerjee was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 10th June 1977 leaving behind her surviving her six sons namely Rabindra Nath Banerjee, Sailendra Nath Banerjee, Hemendra Nath Banerjee, Hirendra Nath Banerjee, Nrishingha Prosad Banerjee and Chittaranjan Banerjee and three daughters namely Sunanda Bhattacharya, Gouri Ganguly and Mira Mukherjee as her only legal heirs and/or representatives.
- G. Thus, the said Rabindra Nath Banerjee, Sailendra Nath Banerjee, Hemendra Nath Banerjee, Hirendra Nath Banerjee, Nrishingha Prosad Banerjee, Chittaranjan Banerjee, Sunanda Bhattacharya, Gouri Ganguly and Mira Mukherjee became

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absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises each having an undivided one-ninth (1/9th) part and/or share therein.

- H. The said Gouri Ganguly was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 08th September 1967 leaving behind her surviving her one son namely Dhrubo Jyoti Ganguly and two daughters namely Mita Ganguly (nee Das) and Ruma Ganguly (nee Das) as her only legal heirs and/or representatives in accordance with Sec 15 of the Hindu Succession Act, 1956.
- I. The said Dhrubo Jyoti Ganguly, Mita Ganguly (nee Das) and Ruma Ganguly (nee Das) thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT an undivided one-ninth part and/or share into or upon the said Premises belonging to the said Gouri Ganguly each having an undivided one-twenty seventh part and/or share therein.
- J. The said Chittaranjan Banerjee was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 08th November 1986 leaving behind him surviving his widow namely Usha Banerjee and two sons namely Dipankar Bandyopadhyay and Subhankar Bandyopadhyay as his only legal heirs and/or representatives.
- K. The said Usha Banerjee, Dipankar Bandyopadhyay and Subhankar Bandyopadhyay thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT an undivided one-ninth part and/or share into or upon the said Premises belonging to the said Late Chittaranjan Banerjee each having an undivided one-twenty seventh part and/or share therein.
- L. The said Sunanda Bhattacharya was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 17th October 1993 leaving behind her surviving her one son namely Shanti Bhushan Bhattacharya and one daughter namely Madhuri Goswami as her only legal heirs and/or representatives.

- M. The said Shanti Bhushan Bhattacharya and Madhuri Goshwami thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT an undivided one-ninth part and/or share into or upon the said Premises belonging to the said Late Sunanda Bhattacharya each having an undivided oneeighteenth part and/or share therein.
- N. The said Shanti Bhushan Bhattacharya was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 16th October 1994 leaving behind him surviving his wife namely Rita Bhattacharya and two daughters namely Sutanuka Bhattacharya and Chandrashila Bhattacharya as his only legal heirs and/or representatives.
- O. The said Rita Bhattacharya was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 01st June 2004 leaving behind her surviving her two daughters namely Sutanuka Bhattacharya and Chandrashila Bhattacharya as her only legal heirs and/or representatives.
- P. The said Sutanuka Bhattacharya and Chandrashila Bhattacharya thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT an undivided one-eighteenth part and/or share into or upon the said Premises belonging to the said Late Shanti Bhushan Bhattacharya each having an undivided one-thirty sixth part and/or share therein.
- Q. The said Nrisingha Prosad Banerjee was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 10th November 2004 leaving behind him surviving his widow namely Sova Banerjee and one son namely Samir Kumar Banerjee as his only legal heirs and/or representatives.
- R. The said Sova Banerjee and Samir Kumar Banerjee thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** an undivided one-ninth part and/or share into or upon the said Premises belonging to the said Late Nrisingha Prosad Banerjee each having an undivided one-eighteenth part and/or share therein.

- S. The said Sova Banerjee was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 01st April 2006 leaving behind her surviving her only son namely Samir Kumar Banerjee as her only legal heir and/or representative.
- T. The said Samir Kumar Banerjee thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT an undivided one-eighteenth part and/or share into or upon the said Premises belonging to the said Late Sova Banerjee.
- U. The said Sailendra Nath Banerjee was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 03rd January 2006 leaving behind him surviving his widow namely Uma Banerjee and one son namely Sanjay Banerjee as his only legal heirs and/or representatives.
- V. The said Uma Banerjee and Sanjay Banerjee thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT an undivided one-ninth part and/or share into or upon the said Premises belonging to the said Late Sailendra Nath Banerjee each having an undivided one-eighteenth part and/or share therein.
- W. Thus, under the circumstances the following have following shares in the said

 Premises: -

i.	Rabindra Nath Banerjee			1/9 th
ii.	Hemendra Nath Banerjee		4	1/9 th
iii.	Hirendra Nath Banerjee			1/9 th
iv.	Uma Banerjee	7	Jointly	1/9 th
V.	Sanjay Banerjee	}-:	Jonitry	179
vi.	Samir Kumar Banerjee			1/9 th
vii.	Usha Banerjee	7		
viii.	Dipankar Bandyopadhyay	}	Collectively	1/9 th
ix.	Subhankar Bandyopadhyay	J		
X.	Mira Mukherjee			1/9 th

xi.	Madhuri Goswami			
xii.	Sutanuka Bhattacharya	>	Collectively	1/9 th
xiii.	Chandrashila Bhattacharya	J	W 100	
xiv.	Mita Ganguly (nee Das))		
XV.	Dhruba Jyoti Ganguly	}	Collectively	1/9 th
xvi.	Ruma Ganguly (nee Das)			

- X. Portions of the said Premises are under the occupation of several tenants (hereinafter collectively referred to the said TENANTS) and the details thereof appear in the SECOND SCHEDULE hereunder written.
- Y. The Vendors herein having an undivided 14/27th part and/or share in the said Premises (hereinafter referred to as the said UNDIVIDED SHARE) morefully and particularly mentioned and described in the THIRD SCHEDULE hereunder written have agreed to sell and transfer and the Purchaser has agreed to purchase and acquire the same at or for the consideration of Rs.39,00,000/= (Rupees Thirty Nine Lacs) only free from all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages whatsoever and/or howsoever but subject however to the said Tenants only.
- Z. The Purchaser has made payment of the consideration amount as aforementioned and has now requested the Vendors to sign and execute the deed of conveyance in its favour.

NOW THIS INDENTURE WITNESSETH

In pursuance of the said agreement and in consideration of the said sum of Rs.39,00,000/= (Rupees Thirty Nine Lacs) only of the lawful money of the Union of India well and truly and sufficiently and effectively paid by the Purchaser to the Vendors (the receipt whereof the Vendors and each one them do hereby as also by the memo hereunder written admit and acknowledge to have received and the payment of the same and every part thereof) the Vendors do hereby collectively and severally acquit release and discharge the Purchaser and the said Premises hereby intended to be conveyed they the Vendors do hereby indefeasibly and forever grant sell convey transfer

assign and assure unto and in favour of the Purchaser herein ALL THAT the undivided 14/27th part and/or share (hereinafter referred to as the said UNDIVIDED SHARE and the same is morefully and particularly described in the THIRD SCHEDULE hereunder written) into or upon ALL THAT the piece or parcel of land containing by admeasurement an area of about 07 (seven) cottahs 08 (eight) chittacks and 05 (five) sq. ft. be the same a little more less together with the three storied building and other structures standing thereon lying situate at and/or being municipal premises Nos. 117A and 117B, Shyama Prasad Mukherjee Road, Kolkata 700 026 PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation (hereinafter referred to as the said PREMISES) and the same is morefully and particularly described in the FIRST SCHEDULE hereunder written OR HOWSOEVER OTHERWISE the said Premises now is or at any point of time heretofore were or was situated butted and bounded called known numbered described or distinguished with the intent and object that the Vendors and each one of them have ceased to have any right title interest claim and/or demand of any nature whatsoever and/or howsoever into or upon the said Premises or any or every part thereof TOGETHER WITH all ways paths passages boundary walls drains water courses light liberties rights privileges easements advantages appendages and appurtenances whatsoever and/or howsoever to the extent of the said Undivided Share or any part thereof belonging or in anyway appertaining to or usually held used occupied therewith or part or parcel thereof and reputed to belong or be appurtenant thereto AND TOGETHER WITH all legal incidents thereto and the reversions remainder or remainders rents issues and profits benefits and advantages thereof and all estate right title interest and/or claim into or upon the said Premises AND TOGETHER WITH the right for the Purchaser and/or its successors in title owners or occupiers for the time being of the said Undivided Share hereby conveyed with or without horses horse carts cars vehicles whether mechanically propelled or otherwise to pass and/or repass over along and in the paths ways passages and for laying filtered and/or unfiltered water pipes and all other cables and lines and wires in and on and along any portion of the said Premises and all and every and entire right title interest claim demand estate whatsoever and/or howsoever of the Vendors of in and into or upon the said Premises and/or any part or portion of the said Premises mentioned in the First Schedule hereunder written and every part thereof including the said Undivided Share being hereby sold transferred conveyed assured and assigned and/or intended so to be TOGETHER WITH all pattas muniments of title writings plans maps deeds documents indentures conveyances and/or any other document of title or in any way concerning and/or relating to or in any way covering the said Premises and/or any part thereof which now are or may hereafter shall and/or may be in possession control custody and/or management of the Vendors AND TO HAVE AND TO HOLD the said Undivided Share being hereby sold transferred granted conveyed assured and assigned and/or so otherwise expressed and/or intended to be unto and in use of the Purchaser hereafter and forever in the manner as aforesaid free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, trespassers BUT SUBJECT to the said Tenants only.

II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows: -

- a) THAT, notwithstanding any act deed matter and/or thing whatsoever and/or howsoever heretofore done committed and/or knowingly suffered by the Vendors to the contrary the Vendors is lawfully and/or otherwise absolutely seized and possessed of otherwise sufficiently entitled to ALL THAT the said Undivided Share hereby sold transferred conveyed assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances charges liens lispendens attachments trusts mortgages whatsoever and/or howsoever.
- b) THAT, the interest which the Vendors do hereby profess to transfer subsists and that the Vendors have good right full power absolute and indefeasible authority and title to sell grant convey transfer assign and assure the said Undivided Share and every part thereof hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchaser herein in the manner as aforesaid and in accordance to the true intent object and meaning of these presents.
- c) THAT, it shall be lawful for the Purchaser from time to time and at all material times hereinafter to enter into and upon and hold occupy and enjoy the said Undivided Share and to receive the rents issues and profits thereof without any eviction interruption hindrance claims or demands or disturbance whatsoever from or by the Vendors herein and/or any person or persons or any other person or persons claiming through under or in trust for any of them having lawfully and/or equitably any claim estate right title demand and/or interest whatsoever and/or howsoever into or upon the said Undivided Share and every part thereof and from and clear freely and

clearly and absolutely acquitted exonerated and forever discharged and/or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified of and from and against all charges arrear of rates and taxes encumbrances and deposits whatsoever and/or howsoever made done executed and/or occasioned by the Vendors and/or the predecessors in title of the Vendors and/or any of them.

- d) **THAT**, the said Undivided Share and/or the said Premises and every part thereof is freed expnerated and discharged from and against all manner of encumbrances whatsoever on its ownership.
- e) THAT, the Vendors and all persons having or lawfully or equitably claiming any estate right title demand or interest whatsoever and/or howsoever into or upon the said Undivided Share or any part thereof shall and will from time to time and at all material times hereafter upon every request and cost of the Purchaser make do acknowledge execute register and perform all such further and other lawful and reasonable acts deeds conveyances matters assurances and things whatsoever and/or howsoever for further better or more perfectly assuring the said Undivided Share hereby sold transferred conveyed assigned assured and every part thereof unto and in favour and use of the Purchaser and/or its successors in interest in the manner as aforesaid as shall or may be required.
- f) THAT, the Vendors shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do produce or cause to be made done produced to the Purchaser or their Attorney and/or agents at any trial commission, examination tribunal court board authority firm for inspection or otherwise as occasion shall require all or any of the deeds documents and writings in respect of the said Premises if those in possession the Vendors AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the mean time unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-canceled.
- g) THAT, the Vendors has ceased to have any right title interest claim and/or demand into or upon the said Premises or any part thereof and any right of any nature accruing shall now belong to the Purchaser exclusively.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 07 (seven) cottahs 08 (eight) chittacks and 05 (five) sq. ft. be the same a little more less together with the three storied building and other structures standing thereon lying situate at and/or being municipal premises Nos. 117A and 117B, Shyama Prasad Mukherjee Road, Kolkata 700 026 PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: -

ON THE NORTH:

By municipal premises No. 113, Shyama Prasad

Mukherjee Road;

ON THE EAST:

By municipal premises No. 115, Shyama Prasad

Mukherjee Road;

ON THE WEST:

By KMC Road named as Shyama Prasad Mukherjee Road

ON THE SOUTH:

By municipal premises No. 115, Shyama Prasad

Mukherjee Road;

OR HOWSOEVER OTHERWISE the same are is was or were heretofore-butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(TENANTS)

Name of Tenant	Area Sq. ft.	Location	Rent Rs.
1. Arindam Mukherjee	200	Front block grd. Flr.	300/=
2. R. K. Thacker	200	- Do -	365/=
3. Tarafder & Sons	250	- Do -	345/=
4. Purna Lakshman Laundry	Garage Space	- Do -	110/=
5.Somnath Guha Roy	1300	Font block 2 nd flr.	110/=
6. Arun Kr. Gupta	700	Middle block 1 st flr.	175/=
7. Gouri Mukherjee	250	- Do -	Sub-Tenant
8. Sankar Ranjan Mukherjee	250	- Do -	- do-

THE THIRD SCHEDULE ABOVE REFERRED TO

(UNDIVIDED SHARE)

ALL THAT the undivided 14/27th part and/or share into or upon the said Premises referred to in the First Schedule above. IN WITNESS WHEREOF WE the <u>VENDORS</u> hereto have hereunto set and subscribed our respective hands on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the **VENDORS** at Kolkata

in the presence of:

1. Hemenden Noth Bauger

Hirendra Nath Baneigee.
1178, S.P. MUKHERJEE ROAD,
KOLKATA-FOOD 26
2464-6257

2. Santo Ko. Bandylu

Subhankar Bondyopadhyan 117 A S. P. Mukhingu Road. Kolkata - 700026

- 3. Mira Mubberjee.
- 4. Madhwei foswermi
- 5. Sutanuka Bhattacharyer
- 6. Chandrashela Bhattachaya.
- 7. Mita Garpuly (Das)
- 8. Dhruba zysti Ganguly

RECEIVED of and from the withinnamed

PURCHASER the withinmentioned sum of

RUPEES THIRTY NINE LACS ONLY

RS.39,00,000/=

being the total Consideration in terms

hereof and paid in the manner as follows:

MEMO OF CONSIDERATION

Date	Pay Order No.	Drawn on	Amount Rs.	In favour of
13.02.07	177851	American Express Bank Ltd. 21, Old Court House Street, Kolkata 700 001		Hemendra Nath Banerjee
13.02.07	177852	- Do -	6,00,000/=	Samir Kumar Banerjee
13.02.07	177853	- Do -	12,00,000/=	Mira Mukherjee
13.02.07	177842	- Do -	3,00,000/= 1	Madhuri Goswami
13.02.07	177843	- Do -	3,00,000/=	Sutanuka Bhattacharya
13.02.07	177844	- Do -	3,00,000/=	Chandrashila Bhattacharya
13.02.07	177840	- Do -	4,00,000/=	Mita Ganguly (Das)
13.02.07	177841	- Do -	2,00,000/=	Dhruba Jyoti Gangu!y
(Rupees	Thirty Nine Lacs)	only	.39,00,000/=	

WITNESSES:

Hiseador Nath Baneipe.

Subbankar Bandyopadhyay

Hemenda Nath Bangle Sand to Baregu Mira Mebberjee. Hachwie Joswani

Sutanuka Bhuttachavya

Chandrashila Bhatlachanyer

Mita Gampuly (Das) Shruba Zyoti Ganguly

VENDORS

Drafted by me:

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Re: Purchase of 14/27th share in 117 A B, S. P. Mukherjee Road, Kolkata 700 026

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