

03468

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पश्चिम बंगाल WEST BENGAL

14AA 569441

12/7/03

S - B.P 24100

Sale

T 4,00,000  
M.V. Assessed Rs. 51,760/-



ADDITIONAL REGISTRAR OF ASSURANCE CO. KOLKATA

SBI Ballygunge  
 Cheque Nos. 025855  
 dt 9.3.07  
 Rs 24100/-  
 Deficit "A" Fess Rs. 1672.00  
 Subsequently realised has been Paid on deficit Stamp Duty.

4289  
 E-7  
 9-55  
 4480  
 4388

THIS DEED OF CONVEYANCE is made this 10<sup>th</sup> day of March Two Thousand and Seven BETWEEN RUMA DAS (nee Ganguly) wife of Mr. Avijit Das of No. 47/3, Kalitala Link Road, North Purbachal, Mandirpara, PO Haltu, Kolkata 700 078 hereinafter referred to as the VENDOR (which

44388  
 4388  
 4388  
 4388

S. B. I. Cheque No. 456060  
 dt. 19.4.07 for Rs. 9200.00  
 has been Paid as deficit Stamp duty.

ARA - I 24.4.07

189706

Sanjay Kumar Das

NAME: Sanjay Kumar Das  
 ADDRESS: Kolkata-700001  
 - 9 MAR 2007  
 SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 2, S. K. S. Road, Kol-1

Presented For Registration at Kolkata Registration Office

on 10th days of 12th 2007

Reema Das

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

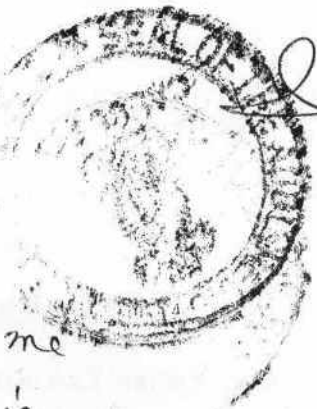
R  
Reema Das.



11107

D Reema Das  
Das at. 9/3,  
Vishal Bld, cut off

Reema Das.



Ranjit Banerjee  
S/O R. M. Banerjee  
117/8 S. P. Road  
Barr

900118700 Das me  
Ranjit Banerjee  
S/O Ranjita Nath Banerjee  
117/8, S. P. Road, Cat-26.  
Barr

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

Scanned  
1/6/07

expression shall  
at or context hereof  
ministrators, legal repres  
PROJECTS PRIV  
1956

term or expression shall unless excluded by or therebe something repugnant to the subject or context hereof shall be deemed to mean and include her 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 23<sup>rd</sup> 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.
- 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 08<sup>th</sup> 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 10<sup>th</sup> 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 absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises each having an undivided one-ninth (1/9<sup>th</sup>) 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 08<sup>th</sup> September 1967 leaving behind her surviving her one son namely Dhruvo 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.

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 08<sup>th</sup> 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 17<sup>th</sup> 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 one-eighteenth 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 16<sup>th</sup> 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.

- D. The said Rita Bhattacharya was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 01<sup>st</sup> 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 10<sup>th</sup> 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 01<sup>st</sup> 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 03<sup>rd</sup> 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 had following shares in the said Premises: -

i.	Rabindra Nath Banerjee		1/9 <sup>th</sup>
ii.	Hemendra Nath Banerjee		1/9 <sup>th</sup>
iii.	Hirendra Nath Banerjee		1/9 <sup>th</sup>
iv.	Uma Banerjee	} Jointly	1/9 <sup>th</sup>
v.	Sanjay Banerjee		
vi.	Samir Kumar Banerjee		1/9 <sup>th</sup>
vii.	Usha Banerjee	} Collectively	1/9 <sup>th</sup>
viii.	Dipankar Bandyopadhyay		
ix.	Subhankar Bandyopadhyay		
x.	Mira Mukherjee		1/9 <sup>th</sup>
xi.	Madhuri Goswami	} Collectively	1/9 <sup>th</sup>
xii.	Sutanuka Bhattacharya		
xiii.	Chandrashila Bhattacharya		
xiv.	Mita Ganguly (nee Das)	} Collectively	1/9 <sup>th</sup>
xv.	Dhruba Jyoti Ganguly		
xvi.	Ruma Das (nee Ganguly)		

X. By a deed of conveyance dated 14<sup>th</sup> February 2007 and registered with the Additional Registrar of Assurances - I, Kolkata being slr. No. P- 1977 of 2007 the said Hemendra Nath Banerjee, Samir Kumar Banerjee, Mira Mukherjee, Madhuri Goswami, Sutanuka Bhattacharya, Chandrashila Bhattacharya, Mita Ganguly (nee Das) and Dhruba Jyoti Ganguly have sold transferred and conveyed their respective

share and/or the entirety of their respective right title interest claim and/or demand into or upon the said Premises unto and in favour of the Purchaser herein for the consideration and in the manner as contained and recorded therein.

- Y. 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.
- Z. The Vendor herein having an undivided 01/27<sup>th</sup> 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 has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire the same at or for the consideration of Rs.4,00,000/= (Rupees Four Lacs) only free from all encumbrances, charges, liens, lispens, attachments, trusts, mortgages whatsoever and/or howsoever but subject however to the said Tenants only.
- AA. The Purchaser has made payment of the consideration amount as aforementioned and has now requested the Vendor 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.4,00,000/= (Rupees Four Lacs) only of the lawful money of the Union of India well and truly and sufficiently and effectively paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth 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 Vendor doth hereby acquit release and discharge the Purchaser and the said Premises hereby intended to be conveyed they the Vendor doth hereby indefeasibly and forever grant sell convey transfer assign and assure unto and in favour of the Purchaser herein **ALL THAT** the undivided 01/27<sup>th</sup> 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 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 (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 Vendor has 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 Vendor 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 Vendor **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, lispensens, attachments, trusts, mortgages, trespassers **BUT SUBJECT** to the said Tenants only.

II. **THE VENDOR 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 Vendor to the contrary the Vendor 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 lispensens attachments trusts mortgages whatsoever and/or howsoever.
- b) **THAT**, the interest which the Vendor doth hereby profess to transfer subsists and that the Vendor has 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 Vendor 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 Vendor 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 Vendor and/or the predecessors in title of the Vendor and/or any of them.

- d) **THAT**, the said Undivided Share and/or the said Premises and every part thereof is freed exonerated and discharged from and against all manner of encumbrances whatsoever on its ownership.
- e) **THAT**, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 <sup>nd</sup> flr.	110/=
6. Arun Kr. Gupta	700	Middle block 1 <sup>st</sup> 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 01/27<sup>th</sup> part and/or share into or upon the said Premises referred to in the First Schedule above.

IN WITNESS WHEREOF I the said VENDOR hereto has hereunto set and subscribed my hands on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

Renma Das

in the presence of:

Sanjay Dasgupta,  
18, S. D. Mookherjee Road,  
Kolkata: 700026

Ita Ganguly (Das)  
7/3 Kalitala Link Road,  
Kolkata: 700078.

Re: Purchase of 01/27th share in 117 A B, S. P. Mukherjee Road, Kolkata 700 026

FIX PHOTO

	LEFT					
	RIGHT					



*Ruma Das.*

	LEFT					
	RIGHT					



*[Signature]*

	LEFT					
	RIGHT					

AFFIX PHOTO

	LEFT					
	RIGHT					

AFFIX PHOTO

	LEFT					
	RIGHT					

RECEIVED of and from the withinnamed

PURCHASER the withinmentioned sum of

RUPEES FOUR LACS ONLY

RS.4,00,000/=

being the total Consideration in terms

hereof and paid in the manner as follows:

MEMO OF CONSIDERATION

Date	Demand Draft No.	Drawn on	Amount Rs.	In favour of
09.03.07	178138	American Express Bank Ltd. 21, Old Court House Street, Kolkata 700 001	4,00,000/=	Ruma Das
	(Rupees Four Lacs) only		Rs. <u>4,00,000/=</u> ✓	

WITNESSES:

*Ravindra Sanyal*

*Mita Ganguly (Das)*

*Ruma Das*

VENDOR

Drafted by me:

*Dilip Kumar Goel,  
Advocate  
High Court at Calcutta.*

Registered in  
BOOK NO. .....  
VOLUME NO. .....  
PAGE NO. ..... 4895  
DESD NO. .....  
YEAR ..... 2007



ADDITIONAL REGISTRAR OF  
ASSURANCES-I, KOLKATA  
1/6/07



ADDITIONAL REGISTRAR OF  
ASSURANCES-I, KOLKATA

Received  
1/6/07