

3296

I-03979 5000Rs.



10.4.08
9.38

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APR 2008

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 10th day of April, 2008 BETWEEN SREE SREE ONKARESWAR MOHADEO, a Hindu Deity, having his office at 1/A, Janki Shah Road, Hastings, Kolkata - 700002, having PAN Card No. AAGTS4140R, represented by two of his SEBAITS viz. 1) SHRI RAJENDRA KUMAR JATIA, son of Late Mahabir Prasad Jatia and 2) SHRI ASHOK JATIA, son of Late Ghanshyam Das Jatia, in terms of order of the Hon'ble High Court, Calcutta passed on 16-10-2007 in connection with T.A. No. 711 of 2007 filed in O.S. No. 126 of 2006, hereinafter referred to as the VENDOR (which Contd.....

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251

03/04/08

ক্রমিক নং	২৫১
ক্রেতার নাম	Bengal GHS Developers Pvt Ltd.
ঠিকানা	৪০, Sentinel Street Kolkata
মূল্য	৫০০০/-
যদিও হালদার স্বাক্ষর ডেপুটি মাস্টার কার্ড	ওল্ডো গুপ্তা ডেপুটি মাস্টার কার্ড

$$\frac{50000 \times 1}{100} = 5000/-$$

Ashok Jati
(ASHOK JATIA)



2586
V.L.T.I

শ্রী শ্রী ঠাকুরেশ্বর মোহাউল ট্রাস্ট
Ashok Jati
SHEBAIT



2587

শ্রী শ্রী ঠাকুরেশ্বর মোহাউল ট্রাস্ট
Rajendra Kumar Jati
SHEBAIT

(RAJENDRA KUMAR JATIA)

Bijoy Kumar Das
48, Bhospur Road
P.S. Shobpur, Howrah-711103
Account in Surinam.

expression shall unless excluded by or repugnant to the context be deemed to mean and include his Sebaits, legal representatives, administrators, executors and assigns) of the ONE PART.

A N D

BENGAL GHG DEVELOPERS PVT. LTD., a private Limited Company, having its office at 80, Bentinck Street, Kolkata - 700 001 and PAN Card No.AADCBB1649Q, represented by its Directors 1) SRI RAJIV KUMAR GUPTA, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, residing at 80, Bentinck Street, Kolkata - 700 001, 2) SRI KESHAV KUMAR GUPTA, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, residing at 80, Bentinck Street, Kolkata - 700 001, 3) SRI SHIV RATAN JHAWAR, son of Late Suraj Mall Jhawar, by faith Hindu, by occupation Business, residing at 159, Rabindra Sarani, Kolkata - 7 and 4) SRI MAHESH KUMAR AGARWAL, son of Late Ramananda Agarwal, by faith Hindu, by occupation business, residing at 159, Rabindra Sarani, Kolkata - 7, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Directors, successors-in-office, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the Vendor, a Hindu Deity is at present absolute owner of more or less 85 (Eighty Five) Cottahs land with number of structures standing thereon situated at part of premises no. 24, Onkarmal Jetia Road, (corresponding to Dag No. 179, under Khatian Nos. 128, 133,

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134, 135, 137, 138, 139 & 140, of Mouza Shibpur, Touzi No. 798) P.S. Shibpur, District Howrah,;

WHEREAS the entire property of present holding no. 24, Onkarmal Jetia Road (previously 1, Onkarmal Jetia Road), P.S. Shibpur, District Howrah originally belonged to Sri Kishorilal Jatia and Sri Onkarmal Jatia, both sons of Late Ramjilal Jatia, who became owner of the said property by purchase by four separate deeds which were registered before the District Sub-Registrar, Howrah and recorded in a) Book No. 1, Volume No. 30, pages 92 to 96, being no. 1532 for the year 1907, b) Book No. 1, Volume No. 15, Pages 164 to 167, Being No. 917, for the year 1913, c) Book No. 1, Volume No. 38, Pages 256 to 260, Being No. 3459, for the year 1915 and d) Book No. 1, Volume No. 33, Pages 209 to 212, Being No. 2632, for the year 1914 ;

AND WHEREAS Said Kishorilal Jatia died leaving his son Guzanund Jatia as his legal heir;

AND WHEREAS said Onkarmal Jatia and Guzanund Jatia while seized and possessed of the said property by a Deed of Arpannama, dedicated all their aforesaid property of 24, Onkarmal Jatia Road (previously 1, Onkarmal Jatia Road), P.S. Shibpur, District Howrah, to their family deity Sree Sree Onkareswar Mohadeo, the Vendor hereto. The said Deed of Arpannama was registered in the office of Registrar of Assurance at Calcutta and recorded in Book No. 1, Volume No. 75, Pages 167 to 193, Being No. 2296 for the year 1920 and accordingly the Vendor became sole and absolute owner of the

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said property and now the present Trustees viz. 1) Birendra Kumar Jatia, 2) Sree Mohan Jatia, 3) Rajendra Kumar Jatia, 4) Ashok Jatia and 5) Punit Jatia as appointed by a registered deed of appointment, dated 09-02-2001, registered in the office of Asst. Registrar of Assurance, Kolkata vide Deed no. 699, for the year 2001, are managing all the estate of the Vendor under the name & style 'Sree Sree Onkareswar Mohadeo Trust' on behalf of the Vendor.

AND WHEREAS the said property was recorded in the R.S. Record-of Rights as Onkarmal Jetia Trust Estate but in the record of the then Howrah Municipality present Howrah Municipal Corporation the said property was recorded in the name of Onkarmal Jatia, that was/is not corrected till today ;

AND WHEREAS in the mean while the state of West Bengal has acquired a portion of the said property of 24, Onkarmal Jatia Road, (of Dag No. 179 & 179/191), measuring 32 Cottahs approx for construction of approach road and interchanges of Second Hooghly River Bridge Project, vide Land Acquisition case No. 408 II (111)(4) of 1983-84;

AND WHEREAS the remaining portion of the said property was under exclusive ownership of the Vendor under the management of the present sebaits viz. 1) Birendra Kumar Jatia, 2) Sree Mohan Jatia, 3) Rajendra Kumar Jatia, 4) Ashok Jatia and 5) Punit Jatia.

AND WHEREAS after such acquisition the said entire premises having been divided into two parts being intervened by the approach

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road of Second Hooghly River Bridge and for that the two divided parts of the said property have become difficult for maintenance and the earnings of from the said property was so meager that maintenance of the said property after paying rents and taxes was going to be impossible and not only that the said property was become a place antisocial persons and gradually going to be encroached and thus the trustees of the Vendor unanimously decided to sell the said property and accordingly they on behalf of the vendor jointly applied before the Hon'ble High Court Calcutta seeking permission to sell the said property which was register as O.S.No. 126 of 2006, and whereas after considering the said application His Lordship Hon'ble Justice Asim Kumar Banerjee passed an order on 18-08-2006 for sale of the said property of 24, Onkarmal Jatia Road, P.S. Shibpur, District Howrah with some conditions ;

AND WHEREAS in terms of the said order dated 18-08-2006 an advertisement was published on 09-10-2006 in the 'Anandabazar Patrika' and 'The Statesman' for sale of the said property of 24, Onkarmal Jetia Road and on compliance of the said advertisement one M/S. Raghav Vanijya Private Limited offered a sum of Rs. 1,08,00,000/- (Rupees One Crore Eight Lac) only to purchase 30 Cottahs of land from the western part of the said property. The Vendor accepted such proposal and ultimately sold the said area of 30 Cottahs land more or less with structures to said M/S. Raghav Vanijya Private Limited, on confirmation of the Hon'ble High Court, by a registered Deed of Sale, dated 06-09-2007 and remaining approx 85

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(Eighty Five) Cottahs of land more or less with several structures is still under the ownership of the Vendor;

AND WHEREAS in the same manner following the advertisement published in the 'Anandabazar Patrika' and 'The Statesman' on 09-10-2006 the purchaser hereto offer a sum of Rs. 5,25,000/- (Rupees Five Lac Twenty Five Thousand) only per Cottah to purchase the residue land with structures of the Vendor ;

AND WHEREAS the Vendor applied for confirmation before the Hon'ble High Court at Calcutta as per terms of the said order passed in O.S. No. 126 of 2006 to sell the said property to the purchaser being the highest bidder amongst others;

AND WHEREAS the considering the said application of the Vendor, being T A No. 711 of 2007, Hon'ble Justice Maharaj Sinha passed an order confirming the sell of residue property of holding no. 24, Onkarmal Jatia Road, Shalimar, Howrah to the purchaser hereto being the highest bidder on receipt of balance consideration amount;

AND WHEREAS after such confirmation the Vendor and Purchaser jointly took inspection and measurement of the said property and it was then found that an area measuring 7 (Seven) Cottahs approx is encroached by unauthorised occupiers/antisocials and as such it was mutually settled and agreed by the parties that at present the Vendor will sell and the Purchaser would buy 78 (Seventy Eight) Cottahs of land with structures, which is free from all encumbrances;

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NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 4,09,50,000/- (Rupees Four Crore Nine Lac Fifty Thousand) only paid by the purchaser to the vendor as per memo of consideration written hereunder, the receipt whereof the Vendor do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the purchaser, its Directors, Successors-in-office, executors, legal representatives and assigns and every one of them and also the said property the Vendor do by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the purchaser, its Directors, Successors-in-office, executors, legal representatives and assigns free from all encumbrances, attachment and other defects in title ALL THAT mokorari mourashi bastu land measuring about 78 (Seventy Eighty) Cottahs, together with various structures standing thereon, situated as part of Holding No. 24, Onkarmal Jetia Road, P.S. Shibpur, District Howrah, morefully described in the Schedule hereunder or HOWSOEVER otherwise the said property now or heretofore were or was situate, butted, bounded, called, known, numbered, distinguished TOGETHER WITH all benefit and advantages of ancient and other rights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise 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/or

every part thereof together further more all the estate, right, title, inheritance, use, trust, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any way relate to the said property or any part thereof and which now are or hereafter shall or may be in custody, power or possession of the Vendor or its trustees, executors, administrators or representatives or any persons from whom the Vendor can or may procure the same without any suit 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 transferred or expressed and intended so to be with their rights, members and appurtenances unto and to the use of the purchaser, its Directors, Successors-in-office, executors, legal representatives and assigns forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claims, lien etc. whatsoever created or suffered by the Vendor from to these presents AND the Vendor do hereby for himself and his trustees, executors, administrators or representatives covenant with purchaser, its Directors, Successors-in-office, executors, legal representatives and assigns THAT notwithstanding any act, deed or thing whatsoever by the Vendor or by any of its predecessors and ancestor in title done or executed or knowingly suffered to the contrary the Vendor has at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold,

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conveyed and transferred or expressed or intended so be, unto and to the use of the Purchaser, its Directors, Successors-in-office, executors, legal representatives and assigns in the manner aforesaid AND THAT the Purchaser, its Directors, Successors-in-office, executors, legal representatives 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 and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust from their or from or under any of their ancestors or predecessors in title 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 Vendor well and sufficiently save identified of from and against all and all manner of claims, charges, liens, debts attachments and encumbrances whatsoever made or suffered by the Vendor or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor 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 vendor or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, its Directors, Successors-in-office, executors, legal representatives 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 unto and to the use of the Purchaser, its Directors, Successors-in-office, executors, legal representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER MORE that the Vendor and all their heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the purchaser, its Directors, Successors-in-office, executors, legal representatives and assigns loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereunder contained.

SCHEDULE

ALL THAT piece and parcel of mokorari mourashi bastu land measuring about 78 (Seventy Eight) Cottahs, together with several structures containing dwelling units, out house, caretaker rooms, dwarwan room, garage and other rooms, sheds and thatched standing thereon (C.I. Shed 2000 sq. ft., R.T. shed 4000 sq. ft. and thatched 44760 sq. ft.), situated at part of Holding No. 24, Onkarmal Jetia Road, (corresponding to Dag No. 179, under Khatian Nos. 128, 133, 134, 135, 137, 138, 139 & 140, within Mouza Shibpur, Touzi No. 798), P.S. Shibpur, District Howrah, within H.M.C. ward no. 38, including all rights of user of the common passages and other easement rights attached thereto, more particularly shown and delineated by RED border in the plan annexed herewith, butted and bounded as follows:-

R. S. ad

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- ON THE NORTH : Vendor's Land.
- ON THE SOUTH : Corporation drain thereafter Flyover.
- ON THE EAST : Party Drain and thereafter Holding nos. 373/5 and 373/6, G.T. Road (South) and partly Holding nos. 401, 415, 413, 414, 413/1, 412 & 411/1, Sarat Chatterjee Road.
- ON THE WEST : Onkarmal Jatia Road.

MEMO OF CONSIDERATION

Date	Cheque No.	Bank	Amount
08.09.2007	973202	ICICI Bank Ltd. R.N. MKH. RD.	8,00,000.00
25.09.2007	205102	ICICI Bank Ltd. R.N. MKH. RD.	7,00,000.00
25.09.2007	583618	Bank of India, Kolkata.	12,00,000.00
25.09.2007	583619	Bank of India, Kolkata.	5,00,000.00
25.09.2007	583620	Bank of India, Kolkata.	5,00,000.00
05.10.2007	208833	ICICI Bank Ltd. R.N. MKH. RD.	14,00,000.00
11.12.2007	207472	ICICI Bank Ltd. R.N. MKH. RD.	25,00,000.00
15.12.2007	206830	ICICI Bank Ltd. R.N. MKH. RD.	9,00,000.00
05.01.2008	211341	ICICI Bank Ltd. R.N. MKH. RD.	60,00,000.00
07.01.2008	211669	ICICI Bank Ltd. R.N. MKH. RD.	5,00,000.00
09.01.2008	211822	ICICI Bank Ltd. R.N. MKH. RD.	25,00,000.00
12.01.2008	212048	ICICI Bank Ltd. R.N. MKH. RD.	45,00,000.00
14.01.2008	212115	ICICI Bank Ltd. R.N. MKH. RD.	5,00,000.00
15.01.2008	973219	ICICI Bank Ltd. R.N. MKH. RD.	50,00,000.00
15.01.2008	973220	ICICI Bank Ltd. R.N. MKH. RD.	9,50,000.00
17.01.2008	007168	HDFC Bank, Howrah.	25,00,000.00
17.01.2008	007169	HDFC Bank, Howrah.	25,00,000.00
17.01.2008	007170	HDFC Bank, Howrah.	12,00,000.00
17.01.2008	007171	HDFC Bank, Howrah.	13,00,000.00
17.01.2008	007172	HDFC Bank, Howrah.	25,00,000.00
17.01.2008	007173	HDFC Bank, Howrah.	25,00,000.00
Total:-			4,09,50,000.00

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MEMO OF DOCUMENTS

1. Xerox copy of the Deed recorded in Book No. 1, Volume No. 30, Pages 92 to 96, Being No. 1532 for the year 1907.
2. Xerox copy of the Deed recorded in Book No. 1, Volume NO. 15, Pages 164 to 167, Being No. 917, for the year 1913.
3. Xerox copy of the Deed recorded in Book No. 1, Volume No. 38, Pages 256 to 260, Being No. 3459 for the year 1915.
4. Xerox copy of the Deed recorded in Book No. 1, Volume No. 33, Pages 209 to 212, Being No. 2632 for the year 1914.
5. Xerox copy of the Arpannama recorded in Book No. 1, Volume No. 75, Pages 167 to 193, Being No. 2296 for the year 1920 as recorded in the office of Registrar at Calcutta.
6. Xerox copy of the Deed of Appointment, dated 09-02-2001, vide Deed no, 699, for the year 2001, registered in the office of Asst. Registrar of Assurance, Kolkata.
7. Xerox copy of the Demand Register of Howrah Municipal Corporation.
8. Xerox copy of the R.S. Record-of-Rights.
9. Xerox copy of the Tax Bill.
10. Xerox copy of the Government Dakhila.



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

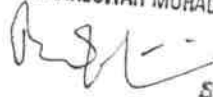
SIGNED, SEALED AND DELIVERED IN PRESENCE OF :-

WITNESSES :

1) P. S. Shukla
4B, Bhubaneswar
P. S. Shukla - Howrah

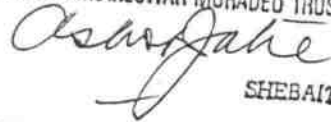
2) Nargun Khateem
Advocate
Judge's Court Howrah.

SREE SREE ONKARESWAR MOHADEO TRUST



SHEBAIT

SREE SREE ONKARESWAR MOHADEO TRUST



SHEBAIT

SIGNATURE OF THE VENDOR.

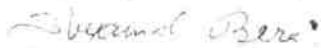
Drafted by:-



Advocate.

Judges' Court, Howrah.

Typed by :-



Wharfedale House 3rd Bys. House.
Howrah - 711 101.

FORM FOR TEN FINGER IMPRESSION

Sl. No. Picture & Signature of Executants



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Signature of

Little	Ring	Middle (Left Hand)	Fore	Thumb
Little	Ring	Middle (Right Hand)	Fore	Thumb



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[Handwritten signature]

Signature of

Little	Ring	Middle (Left Hand)	Fore	Thumb
Little	Ring	Middle (Right Hand)	Fore	Thumb





























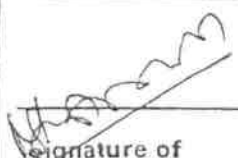










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signature of

Little	Ring	Middle (Left Hand)	Fore	Thumb
Little	Ring	Middle (Right Hand)	Fore	Thumb

FORM FOR TEN FINGER IMPRESSION

Sl. No.	Picture & Signature of Executants					
	  					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	Signature of					
		Little	Ring	Middle (Right Hand)	Fore	Thumb
	 					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	Signature of					
		Little	Ring	Middle (Right Hand)	Fore	Thumb
	 					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	Signature of					
		Little	Ring	Middle (Right Hand)	Fore	Thumb

Government Of West Bengal
Office of the D.S.R.HOWRAH
HOWRAH
Endorsement For deed Number :I-03979 of :2008
(Serial No. 03770, 2008)

On 10/04/2008

Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962. duly stamped under schedule 1A Article number 23 4 of Indian Stamp Act 1899

Payment of Fees:

Fee Paid in rupees under article A(1) = 450439/- E = 7/- H = 28/- M(b) = 4/- on 10/04/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-40950000/-

Certified that the required stamp duty of this document is Rs 2866510 /- and the Stamp duty paid as Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty 1 Rs 950000/- is paid by the draft no. 223595, Draft date:04/04/2008, Bank name STATE BANK OF INDIA, Dalhousie Square Cal, recieved on 10/04/2008. 2.Rs 950000/- is paid by the draft no. 223596, Draft date 04/04/2008, Bank name STATE BANK OF INDIA, Dalhousie Square Cal, recieved on 10/04/2008. 3.Rs 961510/- is paid by the draft no. 223597, Draft date:04/04/2008, Bank name STATE BANK OF INDIA, Dalhousie Square Cal recieved on 10/04/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 09:30 on 10/04/2008, at the Private residence by Ashok Jatia, one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 10/04/2008 by

1. Ashok Jatia, Representative, Sree Sree Onkareswar Mohadeo, 1/a Janki Shah Road, Kolkata-700002 Kolkata-700002, profession Business
2. Rajendra Kumar Jatia, Representative, Sree Sree Onkareswar Mohadeo, 1/a Janki Shah Road, profession Business

Identified By Bijoy Kumar Singh, son of Lt. Chandrama Singh 48 Bhorpara Road Dist.- Howrah 711103 Thana. Shibpur by caste Hindu. By Profession Business.



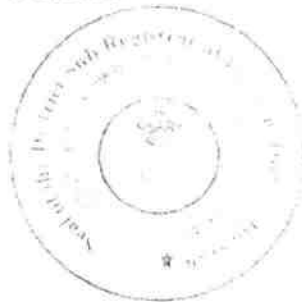
[Debasish Dhar]
DISTRICT SUB-REGISTRAR OF HOWRAH
OFFICE OF THE DISTRICT SUB-REGISTRAR OF HOWRAH,
Govt. of West Bengal

10 APR 2008

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Office of Registration under section 60 and Rule 69

Registered in Book - I
Volume number 15
Pages from 69 to 87
Serial No 03979 for the year 2008.



S. D. Dhar

S. D. Dhar] 10-April-2008
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal