

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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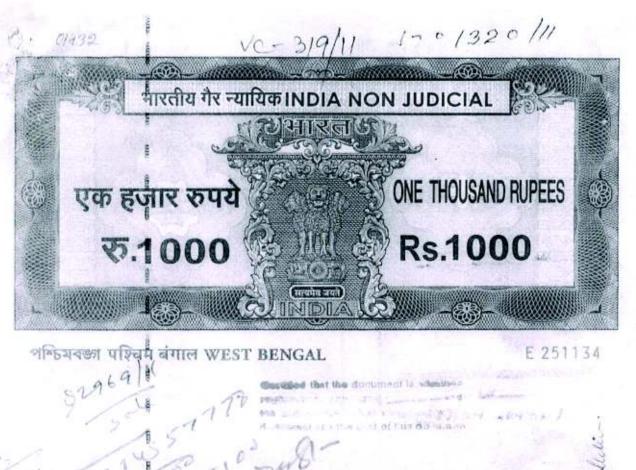
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HIGH COURTE





DEED OF CONVEYANCE

This Deed of Sale made on 2011, in the city of Kolkata

BETWEEN

Thakurani Sree Sree Durgamata Jue, a Deity established, installed and consecrated at premises no. 27, Raja Dinendra Street, Police Station - Narkeldanga, Kolkata-700009 herein referred to as the said Deity, being represented herein by the Shebaits having office of the Deity or Debuttar Estate at 25, Raja Dinendra Street, Kolkata - 700 009 namely: (1) Sri Rathindra Nath Mitra, son of Late Arindam Mitra, by Faith - Hindu, by Occupation - Retired Person residing at Flat No. 304 [3rd Fl] - 4/2,



- 7.	17.727
BL. No	17737 DATE Greeta Granesh Promoters Ud
No. Section	32A Chilleranjan Avenue Kor-12
ADD	1000 (one Thomsand)



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MOUNTED STATE VENDOR
KOLKATA REGISTRATION OFFICE

For GEETA GANESH PROMOTERS LTD.

(GOPAL PANNELIGATOR



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For The Estate of Thakurani Stee Stee Durgamata Jud

O M: TOLO (RATHINGRA NATH MITTA)

R. Mitra

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For The Estate of Thakurani Sree Sree Durgamuta Jun

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

Endorsement For Deed Number : I - 01320 of 2011 (Serial No. 01432 of 2011)

On

Payment of Fees:

On 19/02/2011

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

Presented for registration at 12.20 hrs on :19/02/2011, at the Private residence by Sri Gopal Prasad ,Claimant.

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

- 11 .

Execution is admitted on 19/02/2011 by

1. Sri Rathindra Nath Mitra

Shebait, The Estate Of Thakurani Sree Durgamata Jue, 27, Raja Dinendra Street, Kolkata, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700009., By Profession: Retired Person

2. Sri Argha Mitra

Sebait, Thakurani Sree Sree Durgamata Jue, 27, Raja Dinendra Street, Kolkata, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700009.

By Profession: Others

Sri Asis Mitra

Sebait, Thakurani Sree Sree Dugamata Jue, 25, Raja Dinendra Street, Kolkata, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700009.

By Profession: Others

4. Sri Arup Kumar Mitra

Sebait, Thakurani Sree Sree Dugamata Jue, 25, Raja Dinendra Street, Kolkata, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700009.

By Profession: Others

- Smt. Arpita Banerjee, wife of Sri Anindo Banerjee , Flat No:4b, 50/1a, Purna Das Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 , By Caste Hindu, By Profession : House wife
- Sri Gopal Prasad

Director, Geeta Ganesh Promoters Ltd., Trust House, 5th Floor, 32a, Chittaranjan Avenue, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700012.

By Profession: Business

Identified By Asit Manna, son of ..., 6, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin :-700001, By Caste: Hindu, By Profession: Service.

2 1 FEB 2011

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

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

Endorsement For Deed Number : I - 01320 of 2011 (Serial No. 01432 of 2011)

Executed by Attorney

Execution by

- Sri Argha Mitra, Representative of Sebait, Thakurani Sree Sree Durgamata Jue, 27, Raja Dinendra Street, Kolkata, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700009.
 as the constituted attorney of Sri Abhijit Mitra is admitted by him.
- Sri Malay Kumar Seal, Representative of Special Officer, Honble High Court, High Court, Kolkata, Thana:-High Court Calcutta, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700001.
 as the constituted attorney of Sri Ashok Mitra is admitted by him.

Identified By Asit Manna, son of . ., 6, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001, By Caste: Hindu, By Profession: Service.

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

On 21/02/2011

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

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

Payment of Fees:

Amount By Cash

Rs. 0/-, on 21/02/2011

Amount by Draft

Rs. 8080173/- is paid , by the draft number 073617, Draft Date 18/02/2011, Bank Name State Bank of India, BIPLABI ANUKUL CH STREET, received on 21/02/2011

(Under Article: A(1) = 8080127/-, E = 14/-, H = 28/-, M(b) = 4/- on 21/02/2011)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-734557778/-

Certified that the required stamp duty of this document is Rs.- 51419065 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

21/02/2011 1580





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

Endorsement For Deed Number: 1 - 01320 of 2011

(Serial No. 01432 of 2011)

Deficit stamp duty

Deficit stemp duty Rs. 51418100/- is paid, by the draft number 073644, Draft Date 19/02/2011, Bank Name State Bank of India, BIPLABI ANUKUL CH STREET, received on 21/02/2011

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



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



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Hamkelin

Middleton Street, Kolkata - 700 071 (2) Sri Argha Mitra, son of Late Mohan Chand Mitra, by Faith - Hindu, by Retired Person, residing at 25, Raja Dinendra Street, Kolkata -700 009 (3) Bri Abhijit Mitra, son of Late Aloke Mitra, by Faith - Hindu, by Occupation - Service, permanently residing at 25, Raja Dinendra Street, Kolkata - 700 009, and presently residing at Hoefleiner Street 41/4/3, A - 2460 Bruck / Leitha, Austria, represented by his Constituted Attorney Sri. Argha Mitra so appointed and authorized by and under a Power of Attorney dated 16.01.2004 (4) Sri Ashok Mitra, son of Late Haradhan Mitra, by Faith - Hindu, by Occupation - Retired Person, residing at 25, Raja Dinendra Street, Kolkata - 700 009 and presently residing at M-3/16, DLF Qutub Enclave, Phase - II, Gurgaon -122 002 being represented by Sri. Malay Kumar Seal, Advocate appointed by the Hon'ble High Court at Calcutta vide Order dated 25.11.2010 to act as Special Officer (5) Sri. Asis Mitra, son of Late Athindra Nath Mitra, by Faith - Hindu, by Occupation - Private Tutor, residing at 25, Raja Dinendra Street , Kolkata - 700 009, (6) Bri. Arup/Mitra son of Late # Athindra Nath Mitra, by Faith - Hindu, by Occupation - Private Tutor, residing at 25, Raja Dinendra Street, Kolkata - 700 009 as Shebaits, hereinafter collectively referred to as "The Vendor" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) being the party of the One Part.

AND

Geeta Ganesh Promoters Limited, a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Trust House 32A, Chittaranjan Avenue, 5th Floor, Police Station – Bow Bazar, Kolkata-700012, PAN Card No. – AABCG0173A, being represented by its Director namely Sri. Gopal Prasad son of Sri. Ganesh Prasad, by Faith – Hindu, by Occupation – Business working for gain at the registered office, by virtue of Board Resolution dated 14.02.2011, hereinafter referred to as "The Purchaser" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) being the party of the Second Part.



For The Estate of Thekuroni Sree Stee Durgar, ate Inc.

Houpkuman Slikes

(ARUP KUMAR MITTRA)

Shebalt



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Mr. Malay Komar Seal, Advocate of M/s. Secretaisons and Mergans, Special Officer appointed by the order de Henrible Mr. Justice I. P. Mukherji of Colcutta High Court in G. A. No. 2001 of 2010 with A.T.A. No. 5 of 2009

Stee Stor Total att Inc

Asistitu (ASIS MITRA)



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AND

Smt.Arpita Banerjee, wife of Sri. Anindo Banerjee and daughter of Late Athindra Nath Mitra, by Faith-Hindu, by Occupation-Housewife, residing at 50 / 1A, Purna Das Road, Flat 4B, Kolkata 700 029, hereinafter referred to as "The Confirming Party" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives, successors-in-interest and assigns) being the party of the Other Part.

WHEREAS

- A. By virtue of a registered Bengali Kobala dated 26.04.1899 made between one Bama Charan Roy referred to as the Vendor therein and Baikuntha Nath Dutt referred to as the Purchaser therein and registered in the office of Sub-Registrar at Sealdah in Book No. I, Volume No.13, Pages 126 to 130 Being No. 859 for the year 1899 the said Baikuntha Nath Dutt purchased ALL THAT piece and parcel of land together with the building and structures lying and situate at Municipal Premises No. 93, Moulana Abul Kalam Azad Sarani, Kolkata 700 054 (formerly 75 & 76, Narkeldanga Main Road, Kolkata-700011) stated to contain 31 Bighas but by actual measurement comprising of 36 Bighas, a little more or less, hereinafter referred to as the said Property and morefully detailed and described in the SCHEDULE hereunder and shown and delincated in the Map or Plan X annexed hereto and bordered with RED colour herein.
- B. Apart the said Property, the said Baikuntha Nath Dutt, was the Owner and seized and possessed of several other immovable properties.
- C. The said Baikunth Nath Dutt died testate sometime after 15.07.1919 having made his last Will and Testament dated 30.07.1916 (hereinafter referred to as 'the said Will') and Codicil dated 15.07.1919 (hereinafter referred to as 'the said Codicil'),



whereunder the said Baikuntha Nath Dutt dedicated in favour of Thakurani Sree Sree Durgamata Jue the Deity established and worshipped by him, diverse properties including the said Property for the purpose of conducting worship of the said Deity in a proper and effective manner and for meeting the expenses, up-keep, repair and maintenance of the said Thakur Bari and for payment of municipal rates and taxes, costs of repairs and maintenance of the other Debuttar properties of the said Deity, appointing the Shebaits of the said Deity in the manner indicated therein.

- D. In an application for grant of Probate applied by the Executor and the Executrix named in the said Will and the said Codicil being Case No. 70 of 1921, the learned 2nd Sub-Judge at Alipore on 13.12.1921 was pleased to grant Probate of the said Will and the said Codicil and by virtue thereof the Vendor/Deity thereby became the sole and absolute Owner of the said Property and several of the other Debuttar properties.
- E. In view of the provisions contained in the said Probated Will and the said Codicil, the Shebaits of the said Deity became the custodians of properties of the said Debuttor Estate of the Vendor Deity.
- F. The Vendor Deity is' the absolute and undisputed Owner of the said Property as mentioned and/or recited hereinabove, which is free from all encumbrances as represented by the Vendor and declared by them to be true and correct. The Vendor further undertakes to provide and/or transfer and/or convey clear and absolute title in respect of the said Property.
- G. By a registered Lease Deed dated 03.05.1908 and Indenture dated 24.06.1929 one Calcutta Jute Manufacturing Company Ltd. (hereinafter referred to as the said CJL) who became the Lessec of the said Property and in terms of the said Lease Deed the lease



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period expired on 02.05.2007. The said CJL has no authority to remain in possession of the said Property.

- H. The expenses of the Deity and the Debuttar Estate far exceeded the income that was being received by it and in 2007 the then Shebaits of the said Deity found it impossible to meet the same from the income of the Debuttar Estate and/or to cope with the growing needs of expenditure for performance of Nitya Seva Puja and other periodical ceremonies and festivals of the said Deity and the necessary expenses for maintenance and repair of the immovable properties of the said Debuttar Estate at premises No. 23A, 23B, 25, 27 and 29A, all Raja Direndra Street, Kolkata - 700 009 & 49, Garpar Road, Kolkata-700009, in particular the 'Thakur Bari'.
- I. In view of the legal necessity arising sale of the said property to bear several liabilities vis-à-vis payment of Municipal rates and taxes, expenses for Nitya Seva Puja, repair and maintenance of the Thakur Bari where the deity existed, the Shebaits, found the offer of the Purchaser attractive and carried on a detailed negotiation with the Purchaser and they agreed to sell the said Property to the said Purchaser namely Geeta Ganesh Promoters Ltd and entered into a Memorandum of Understanding (referred to as MOU) dated 29.04.2009, subject to leave and confirmation of the same by the Hon'ble High Court at Calcutta.
- J. Based on the said MOU dated 29.04.2009, the Shebaits filed an application being A.T.A. No. 5 of 2009 before the Hon'ble High Court at Calcutta and the Hon'ble High Court while hearing the said A.T.A. No. 5 of 2009 was pleased to pass an order dated 29.10.2009 confirming the sale of the said Property unto and in favour of the Purchaser (hereinafter referred to as the "said Sale Order"). However, in pursuant to the said Sale Order, the purchase price of Rs 40 Crores offered by the said Purchaser in terms with the said MOU dated 29.04.2009 was increased by the Hon'ble Court to Rs.50,00,00,000/-(Rs.50 Crores). The said Sale





Order thereby attained finality by the consent of parties. A copy of the said order dated 29.10.2009 is annexed hereto and marked with the **letter "A"**.

- K. In pursuance of the said Sale Order dated 29.10.2009 was passed by the Hon'ble High Court at Calcutta in A.T.A. No. 5 of 2009 the Purchaser upon making payment of the entire consideration of Rs.50,00,00,000/- (Rs.50 Crores) to the Vendor and based on the authority vested by the Vendor, deliberated with the said C.JL to surrender the said Property unto and in favour of the Purchaser, as the present Owner of the said Property and the C.JL has surrendered substantial part of the said Property, comprising 326 Cottahs 11 Chittaks 13 square feet, on the Northern Side of the said Property extending from the main Road Maulana Abul Kalam Azad Sarani, Kolkata on the South (hereinafter referred to as the said portion of the Property).
- L. The CJL has since delivered vacant possession of the said portion of the said Property to the Purchaser, morefully detailed in the Map X and colored in 'Green' and hereinafter referred to as Lot "A" but however, the residue portion measuring 393 Cottahs 4 Chittaks 32 Square Feet of the said Property separate and distinct from the said portion of the said Property remains in the possession of the said CJL, hereinafter referred to as Lot "B" and colored in 'Yellow' in the MAP X appended hereunder.
- M. Atindra Nath Mitra, one of the Shebaits of the said Deity who was participating in the aforesaid transaction and proceeding in Court expired on 24.11.2009 leaving behind him surviving as his only heirs and legal representatives Sri. Asis Mitra, Sri. Arup Kumar Mitra, the fifth and the sixth Shebaits hereinabove and Smt. Aprita Banerjee the Confirming Party hereto who all became Shebaits, however, the appointment of Smt. Arpita Banerjee as a Shebait of the said Deity was challenged by Sri. Ashok Mitra, the Fourth Shebait herein and has not accepted the same and accordingly she is made a Confirming Party hereto in the event



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she is ultimately said to be the Shebait and she has agreed to confirm and assure the Sale intended herein.

- N. By and under Order dated 25.11.2010 passed by Hon'ble Justice.
 I. P. Mukherjee of the Hon'ble High Court at Calcutta (G. A. No. 2001 of 2010 arising out of A.T.A. No. 5 of 2009), His Lordship was pleased to order and direct that in the event one of the Shebaits namely Ashok Mitra, the Fourth Shebait herein, does not co-operate, Mr. Malay Kumar Seal, Advocate, a Special Officer, would be authorized and empowered to represent him to execute the Deed of Conveyance in favour of the Purchaser.
- O. Under the cover of letter dated 15.01.2011, the Purchaser has forwarded a draft deed of conveyance to the Shebaits of the Vendor Deity for presentation, execution and registration. Majority of Shebaits save and except Sri. Ashok Mitra the Fourth Shebait herein has co-operated from the beginning and in view thereof and in terms with solemn Order dated 25.11.2010, the Purchaser vide its letter dated 18.02.2011 has requested the Special Officer, Sri. Malay Kumar Seal to execute and register the present Deed of Conveyance on behalf of the said Ashok Mitra.
- P. The Shebait parties of the First Part, being the Vendor and the Confirming Party hereto hereby declare that save and except them no other person is in management, control and supervision of the said Deity/ Vendor either as Shebaits or otherwise and hence the present deed is being executed, presented and registered by the Vendor, expressly on the above representations and on the terms and conditions mentioned hereinbelow.

NOW THIS INDENTURE WITNESSETH THAT: In the circumstances aforesaid and for legal necessity and justifying causes and in pursuance of the aforesaid Orders of the Hon'ble High Court at Calcutta and in consideration of Rs.50,00,00,000/- (Rupees Fifty Crores) only paid by the Purchaser to the Vendor/ Debuttor Estate at or before the execution of



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these presents (receipt whereof the Vendor doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof, forever acquit, release and discharge the Purchaser and the Property) the Shebaits hereinabove and the Confirming Party hereto as representing the Deity and in exercise of all powers, authorities and liberties vested in them as such Shebaits, the Vendor DOTH HEREBY GRANT, SELL, TRANSFER, CONVEY, ASSIGN AND ASSURE, absolutely and forever, unto the Purchaser and the Confirming Party hereto confirms and assures the same and the Purchaser Doth HEREBY PURCHASE, ALL THAT piece and parcel of land together with structure lying and situate at Municipal Premiscs No. 93, Moulana Abul Kalam Azad Sarani, Kolkata - 700 054 (formerly 75 & 76, Narkeldanga Main Road, Kolkata-700011) comprising of 36 Bighas, a little more or less morefully detailed and described in a separate SCHEDULE hereunder and delineated on the Map or Plan - X annexed hereto and bordered with RED colour herein, hereinbefore as well as hereafter called "the Property" hereinabove free from all encumbrances HOWSOEVER OTHERWISE the said property, separately and individually, now are or is or at any time heretofore were or was situate, butted, bounded, called, known, numbered, described and/or distinguished TOGETHER WITH all areas, fences, passages, sewers, drains, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages, appurtenances benefits and advantages whatsoever belonging to the said Property or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions remainder or remainders and all rents, issues and profits thereof and all thereof hereby GRANTED, SOLD, CONVEYED, and every part TRANSFERRED, ASSIGNED AND ASSURED OR EXPRESSED OR INTENDED SO TO BE AND ALL THE ESTATE, RIGHT, TITLE, INTEREST, INHERITANCE, USE, TRUST, PROPERTY, CLAIM DEMAND WHATSOEVER both at law and in equity of the Vendor/ Debuttar Estate into, upon or in respect of the Property or any part thereof AND all deeds, pattas, muniments, writings and evidences of title relating to the said Property or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendor/ Debuttar Estate or any person or persons from whom the Vendor/ Debuttar Estate can or may procure the same without any



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action or suit at law or in equity **TO HAVE AND TO HOLD** the said Property and all lands, hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser, absolutely and forever hereinabove, free from all encumbrances, trusts, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions, and alignments whatsoever;

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

- (a) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any of its respective predecessors in title done, committed, executed or knowingly suffered to the contrary, the Vendor is now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to grant, sell, convey, transfer, assign and assure the said property and all other properties, in connection with the said property rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser, in the manner aforesaid;
- (b) AND THAT notwithstanding any act, deed, matter or thing done as aforesaid, the Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (c) AND THAT the said property and all other rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be



and every part and portion of the said property thereof are free from all encumbrances, demands, claims, charges, liens, attachments, lispendens, uses, debutters or trusts whatsoever or any person or persons having or claiming, lawfully or otherwise, any estate or interest in the said Property from under or in trust for the Vendor;

- (d) AND THAT the Vendor has, before the execution of these presents delivered the possession of the entirety of the said Property to the Purchaser;
- (e) AND THAT the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the said Property and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor or otherwise;
- (f) AND THAT the said property is freely and clearly and absolutely acquitted, exonerated, released and forever discharged from and by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of and from or against all manner of former or other right, title, interest, lien, charge and encumbrance whatsoever made, done, occasioned and/or suffered by the Vendor or any person or persons rightfully claiming through or under or in trust of the Vendor;





- (g) AND THAT the Vendor shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, attachments, lispendens, uses, debutters, trusts, claims and demands of any and every nature whatsoever by or against the Vendor or any person, claiming, whether lawfully, rightfully or equitably or otherwise as aforesaid in respect of the title of the said property or any part thereof;
- (h) AND THAT by virtue of the authority granted by the Vender in favour of the Purchaser, the Purchaser has the authority and lawful validity to deal with all issues concerning the said CJL and the said Property.
- (i) AND THAT a 'No Objection Certificate' dated 09.04.2010 obtained by the Vendor from the Urban Land Ceiling Authorities, the said Property does not contain any excess vacant land and/or is not affected by the provisions of the Urban Land (Ceiling & Regulation) Act, 1976;
- AND THAT all rates, taxes, charges, for the utilities and (i) other outgoings in respect of the said Property (herein after referred to as 'the Outgoings') have been paid by the Vendor upto date and the Vendor has produced all the relevant papers in connection therewith to the Purchaser and in future the vendor shall not be liable for any demand of payment in the aforesaid accounts in any manner whatsoever or whomsoever and subsequent to the date hereof the purchaser shall bear and pay all municipal rates. taxes and other charges including electricity charges and all other outgoing and imposition in respect of the said property and shall keep the vendor saved harmless and indemnified in that regard. The Vendor was holding and/or acquiring the title of the said i.e. before the date of execution, attestation, registration of the instant Deed/instrument.





- (k) AND THAT apart of those documents and papers that the Vendor has already handed over and/or delivered to the Purchaser, the Vendor shall keep such other the documents safe, whole, unobliterated and uncancelled and shall not use the same for creating any encumbrances over the said Property;
- AND ALSO THAT the Vendor and all persons having or (1) lawfully, rightfully or equitably claiming any estate or interest in the said Property or any part thereof from under and/or in trust for the Vendor shall and will from time to time and at all times hereafter, at the request and costs of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the said Property and every part thereof and other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required and the acts, deeds, matters, things, instructions, documents, papers, be treated and included as an integral part of the instant document/instrument/ deed;
- (m) AND ALSO THAT the Vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Property and the other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title;
- (n) AND ALSO THAT the Vendor doth hereby accord his consent to the purchaser for mutation and/or separation and/or apportionment and/or amalgamation of the property hereby transferred and the property in the



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assessment record of the Kolkata Municipal Corporation and all other appropriate Government and/or semigovernment and/or statutory and/or any other body or authority.

SCHEDULE

(herein the said Property)

ALL THAT piece and parcel of land together with structure lying and situate at Municipal Premises No. 93, Narkeldanga Main Road (presently known as Maluna Abul Kalam Azad Sarani), Kolkata-700 054 comprising of 36 Bighas, a little more or less together with structure thereon and butted and bounded as follows:

On the North : 65/1, C

65/1, Canal Circular Road.

On the East

92/1A, Moulana Abul Kalam Azad Sarani &

partly by 71/3, Canal Circular Road.

On the South

Moulana Abul Kalam Azad Sarani (Kolkata

Municipal Corporation Road).

On the West

94, Moulana Abul Kalam Azad Sarani & Partly

by 30, Shib Krishna Daw Lane.

Together with the boundary wall and structures/building therein and all easement rights and all other rights, appurtenances and inheritances for access and user of the said Land.

In Witness Whereof the parties have executed and delivered this Conveyance on the date mentioned above.

EXECUTED AND DELIVERED by the VENDOR/ Thakurani Sree Sree Durgamata Jue Estate, represented by Shebaits –

For The Estate of Thakurani Sree Sree Durgamata Juc

(1). Sri Rathindra Nath Mitra

For The Estate of Phakurani Store Store Durgamata Jac Shabalt Angha Mika

(2). Sri Argha Mitra

2. For self atheboli constitution aft or many 7 Abhyir Miha



3.



- (3). Sri Abhijit Mitra
- (4). Sri Ashok Mitra, represented by Sri Malay Kumar Seal, Advocate appointed by the Hon'ble High Court at Calcutta vide order dated 25.11.2010 to act as Special Officer

(5) Sri Asis Mitra

Malaykemarload Mr. Malay Kumar Seal, Advocate of Ms. Sundersons and Mcrgans, Special Chicar appointed by the older deled 25.11.2010 passed by the Hor. ble Mr. Justice I. P. Mukherji of Calcutta High Court in G. A. No. 2001 of 2010 with A.T.A. No. 5 of 2009

to provident	The state of the s
	For The Estate of Thakurama
	5. As william BBOPN 76391
	(ASIS MITER) For The Estate of Thakurani Shebalt
	6. Arup Kumar lletra
2010	AMBPN-1343M
	Sheball

Kumar (6) Sri Arup Mitra on 19th Febru at Kolkata in the presence of:-Name ABHIJIT GHOSH

Address 100, Oment Romy Ukata 700 017

Signature

EXECUTED AND DELIVERED by the PURCHASER/ Geeta Ganesh

Promoters Limited being represented by Mr. Gopal Prasad authorized by virtue of resolution dated 14.02.2011 passed by the Purchaser Company at Kolkata in the presence of:

Name MINISH MISHRA

Address 127, YIVEKANANOA KOAD P.S- Anwhorst Street Kol-6

For GEETA GANESH PROMOTERS LTD.



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EXECUTED AND DELIVERED

by the Confirming Party at Kolkata in the presence of:

Name ABHIJIT GHOSH

Address 100, Oswit Row Kolkata 700017

Signature And

DRAFTED BY ME -

Kammalenda Charedowy





RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Vendee the within mentioned sum of Rs.50,00,00,000/-(Rupees Fifty Crores only) towards full and final payment of the Sale Amount in terms with the said Sale Order for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Cheque No. 652310	29.04.2009	ICICI Bank Ltd.	20,00,000/-
Pay Order No.251902	04.11.2009	ICICI Bank Ltd.	4,80,00,000/-
Pay Order No. 209263	06.07.2010	ICICI Bank Ltd.	22,50,00,000/-
Pay Order No. 006845	04.10.2010	ICICI Bank Ltd.	22,50,00,000/-

Total - 50,00,00,000/-

Rupees Fifty Crores only

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(3) Sri Abhijit Mitra For self and as constituted attorny
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Makay Kumar Seal, Advocate of Missingle sans and Morgans,

(4) Sri Ashok Mitra

5. - 10 f. a. e appointed by the patenties 125 11 2010 possed by the Line (de Mr. Justice

(5) Sri Asis Mitra

L.E. Hukher, e. Calcutta High Court in G. a. Ive. 2001 of 2010 with A.T.A. ido. 5 of 2009

(6) Sri Arup Mitra

(For Thakurani Sree Sree Durgamata Jue Estate)

[Vendor]

The parties to the above conveyance signed the above document in our presence after expressing in our presence that it accurately transcribes their intention and thereafter at their request and in their presence and in the presence of one another we sign this conveyance as attesting witnesses on this the 19 th day of Ferry

Witnesses:

Signature

Name ABHIJIT GHOSH

Name



Dro. 1702/11

ATA No. 5 of 2003

IN THE HIGH COURT AT CALCUTTA

ORIGINAL SIDE

IN THE MATTER OF: THAKURANI SREE SREE DURGAMATA JUE ESTATE

For Petitioner : MR. H.K. MITRA, SR. ADVOCATE WITH MR. A. DAS.

For Ashok Mitra : MR. R.BACHAWAT, MR. R. MITRA.

For the Purchaser : MR. P.C. SEN, SR. ADVOCATE WITH MR. H. TANDON, MR. R. UPADRAYA, MR. N.MISHRA.

BEFORE:

The Hon'ble JUSTICE PATHERYA

Date: 29th October, 2009.

The Court: This is an application by the shebaits of the estate of Thakurani Sree Sree Durgamata Jue. There is only one shebait, namely, Mr. Ashok Mitra, who has not joined in this application along with other shebaits. By this application, the shebaits are seeking an order confirming the sale of premises no.93, Narkeldanga Main Road, Calcutta-700 011 in favour of an identified purchaser, Geeta Ganesh Promoters Ltd. for Rs.40 crores on as is where is basis pursuant to a Memorandum of Understanding dated 29.4.2009.

The legal necessity which has arisen, according to the applicants herein, is that the expenses of the said estate exceeded the income and in view of the meagre income it is not possible to undertake repairs of premises no.25 and 27, Raja Dinendra Street, Calcutta and also 29A, Raja Dinendra Street, Calcutta from the photographs produced in Court, portions of the said premises have been



it is for this purpose that a Memorandum of Understanding had to be entered into initially with Geeta Ganeah Promoters Ltd. and the amount offered at that stage was Ps.65 crores. It was because of an objection raised by Mr. Ashok Mitra, a dissenting shebait that the said sale could not be effected as the dissenting shebait said that he had identified a purchaser, who was willing to purchase the said premises at Rs.100 crores. Subsequently, no such purchaser came forward and the application could not be pursued. In the mean time, the economic down turn occurred as a result of which the identified purchaser reduced the consideration sum to Rs.40 crores.

Each of the parties was heard and as the matter has been pending since constant time and the economic down turn has improved towards the positive, a suggestion was made to the identified purchaser to increase the purchase price and the response was positive. Accordingly, the sale in the conformal of Geeta Ganesh of Fromoters Ltd. is confirmed at Rs.50 crores. Mr. Gopal Prosad, Director of the identified purchaser is present in Court and has through counsel made the said offer of Rs.50 crores. The shebaits including the dissenting shebait has no objection to the said sale being confirmed at Rs.50 crores. Mr. Souria Mondal, Advocate, representing the advocates for the dissenting shebait has submitted, on instruction by telephonic conversation, that the dissenting shebait has no objection to the said sale price but the terms of payment be made more favourable than those set out in the Memorandum of Understanding dated 29.4.2009.

Accordingly, Geeta Ganesh Promotes Ltd., the purchaser herein, is directed to deposit the balance sum of Rs.4.80 crores by 4.11.2009 with the shebaits. The maid amount be kept in a separate account to be opened by the shebaits earmarked to the deity and the said premises. The balance sum of Rs.45 crores be deposited



Constance.

Within three months from the experiment given by the Orben Lend Colling of Authority and the balance sum be paid within three months thereafter. As this brose is passed for the benefit of the delty and the intention is to ensure that payment is received at the earliest by the estate and for the benefit of the delty, the Orben Land Ceiling Authorities are directed to dispose of any explication filed with it within six weeks from the date of receipt of such application. The application be filed by the purchaser within a fortnight from the date of receipt of this order.

In the event, applications including a sanctioned plan, if any, are filed before the Kolkata Municipal Corporation, expeditious steps and preferably within six weeks be taken for disposal of the same.

In the event, the shebaits need to append their signatures to applications filed by the purchaser without raising any objection, such signatures be appended not only by the applicants shebaits but also by the dissenting shebait without delay.

The applicants will forward all information regarding payments received to the dissenting shebait including the bank in which the said sums have been deposited. In the event, the dissenting shebait does not append his signature, his authorised representative is given liberty to sign the said document. While opening the bank account in respect of the said premises, however, the dissenting shebait be also included as a signatory. The operation of the bank account will require signatures of two of the shebaits and intimation of such operation be given to the remaining shebaits.

In default of deposit of sums including resiling from the agreement, sums already deposited shall stand forfeited.



the such regard to title in respect of the said premises. Therefore, the said of regular from the said agreement does not arise.

With the aforesaid direction, this application is disposed of. Liberty to mention.

Municipal Corporation, Mr. Ashok Mitra and all parties concerned to act on a

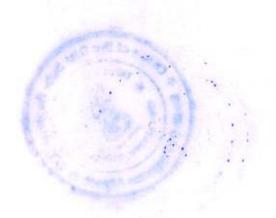
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ANNEXURE "A"

GA No. 2001 of 2010 ATA NO.5 OF 2009 IN THE HIGH COURT AT CALCUTTA

Constitutional Writ/Civil Appellate/Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

THAKURANI SREE SREE DURGAMATA JUE ESTATE Versus GEETA GANESH PROMOTERS

BEFORE:

The Hon'ble JUSTICE I. P. MUKERJI

Date: 25th November, 2010.

Mr. S.B. Mookherjee, senior advocate with Mr. J. Saha....for the applicant.

Mr. H.K. Mitra, senior advocate with Mr. D. Sen....for Majority of shebaits.

Mr. R. Bachawat, Mr. R. Mitra ...for Mr. Ashok Mitra.

The Court: This application by the purchaser has come up for final orders.

A property numbered as premises no.93, Narkeldanga Main Road, Kolkata belongs to the deity Thakurani Sree Sree Durgamata Juc. It measures about 36 bighas.

The shebaits made an application before this Court being ATA No.5 of 2009. They sought confirmation of sale of the property in favour of the Geeta Ganesh Promoters Ltd.

This Court disposed of that application on 29th October, 2009 by ordering sale of the property in favour of Geeta Ganesh Promoters Ltd. on some terms and conditions. Rs.4.80 crores had to be paid by 4th November, 2009. A furtherRs.45 crores were to be deposited within the time specified in the order. The order also provided for obtaining approvals and clearances from the Urban Land Ceiling Authority and Kolkata Municipal

Corporation. The material part of the order is as follows:

29/11/10



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"Accordinglyh, Geeta Ganesh Promoters Ltd., the purchaser herein, is directed to deposit the balance sum of Rs.4.80 crores by 4.11.2009 with the shebaits. Thesaid amount be kept in a separate account to be opened by the shebaits earmarked to the deity and the said premises. The balance sum of Rs.45 crores be deposited in two equal instalments of 50% each. The first of such instalments be paid within three months from the clearance given by the Urban Land Ceiling Authority and the balance sum be paid within three months thereafter. As this order is passed for the benefit of the deity and the intention is to ensure that payment is received at the earliest by the estate for the benefit of the deity, the Urban Land Ceiling Authorities are directed to dispose of any application filed with it within six weeks from the date of receipt of such application. The application be filed by the purchaser within a fortnight from the date of receipt of this order.

In the event, applications including a sanctioned plan, if any, are filed before the Kolkata Municipal Corporation, expeditious steps and preferably within six weeks be taken for disposal of the same.

In the event, the shebaits need to append their signatures to applications filed by the purchaser without raising any objection, such signatures be appended not only by the applicants shebaits but also by the dissenting shebait without delay.

The applicants will forward all information regarding payments received to the dissenting shebait including the bank in which the said sums have been deposited. In the event, the dissenting shebait does not append his signature, his authorised representative is given liberty to sign the said document. While opening the bank account in respect of the said premises, however, the dissenting shebait be also included as a signatory. The operation of the bank account will require signatures of two of the shebaits and intimation of such operation be given to the remaining shebaits.

In default of deposit of sums including resiling from the agreement, sums already deposited shall stand forfeited.

Counsel for the purchaser submits, on instruction, that there is no dispute with regard to title in respect of the said premises. Therefore, the question of resiling from the said agreement does not arise.

With the aforesaid direction, this application is disposed of.

Liberty to mention.

Geeta Ganesh Promoters Ltd., Urban Land Ceiling Authority, Kolkata Municipal Corporation, Mr. Ashok Mitra and all parties concerned to act on a signed xerox copy of this order on the usual undertakings."

32/4/10.



There is no doubt that the entire consideration ordered to be paid has been paid by the purchaser.

It is urged on behalf of the purchaser that the formalities required to be done by the shebaits with the Urban Land Ceiling Department and then Kolkata Municipal Corporation could not be done as one shebait represented by Mr. Ranjan Bachawat, learned advocate, was not cooperating.

It is submitted before me that the said shebait be directed to comply with the formalities mentioned in the order of 29th October, 2009; otherwise the Registrar, Original Side or any Special Officer appointed by the Court be directed to do the needful.

Mr. Ranjan Bachawat appearing for the lone shebait submits that according to the order dated 29th October, 2009, 50% of Rs.45 crores was to be paid within 3 months from the clearance given by the Urban Land Ceiling Authority. Such payment was made, as I understand, within 3 months from the clearance granted by the Urban Land Ceiling Authority on 9th April, 2010. But my attention has been drawn to the No Objection Certificate itself annexed to the affidavit in reply to show that the application for such Certificate was made on 24th March, 2010. This application was made much beyond time, it is submitted. Therefore, the purchaser should pay interest. Mr. S.B.Mookherjee, learned senior advocate has drawn my attention to an application dated 13th November, 2009 at page 31 of the said reply. He submits that such application was made by the purchaser. Since it was not accepted by the said authorities another application was made by the shebaits as mentioned in the No Objection Certificate. Therefore, the purchaser had no fault.

I have examined the order dated 29th October, 2009. First of all, it is final. Secondly, it is still subsisting. It said that the first instalment had to be paid within 3 months from the "clearance given by the Urban Land Ceiling Authority". I find that payment was accordingly made. I find no provision in the order about any consequence



for not filing the application within the time specified there i.e. within a fortnight from the date of receipt. If no consequence was provided in the order any party could have approached the Court for providing a consequence. Since that order has become final I cannot add to or subtract from that order and hold that the purchaser is to pay interest. That part of the controversy is finally decided by the order dated 29th October, 2009. Therefore, such objection is rejected.

Now, I deal with the other prayers in this application. I hold that in the event Mr. Ranjan Bachawat's shebait client does not cooperate in signing the documents as provided in the order dated 29th October, 2009, the advocate on record for the majority shebaits i.e. Mr. Malay Kumar Seal, advocate of M/s. Sanderson & Morgan will be empowered to execute such documents. I make it clear that such documents include the conveyance.

At this stage, Mr. R. Mitra, learned junior of Mr. Bachawat prays for some order restraining utilisation of the fund. Such order cannot be passed in this application as only the sale matter has been assigned to me. However, in the interest of justice to enable Mr. Mitra's client to take steps the order dated 5th October, 2010 restraining utilisation of the sale proceeds will continue for a period of one week only and will, thereafter, stand automatically vacated.

This application is disposed of.

All parties concerned are to act on a signed photocopy of this order on the usual undertakings.

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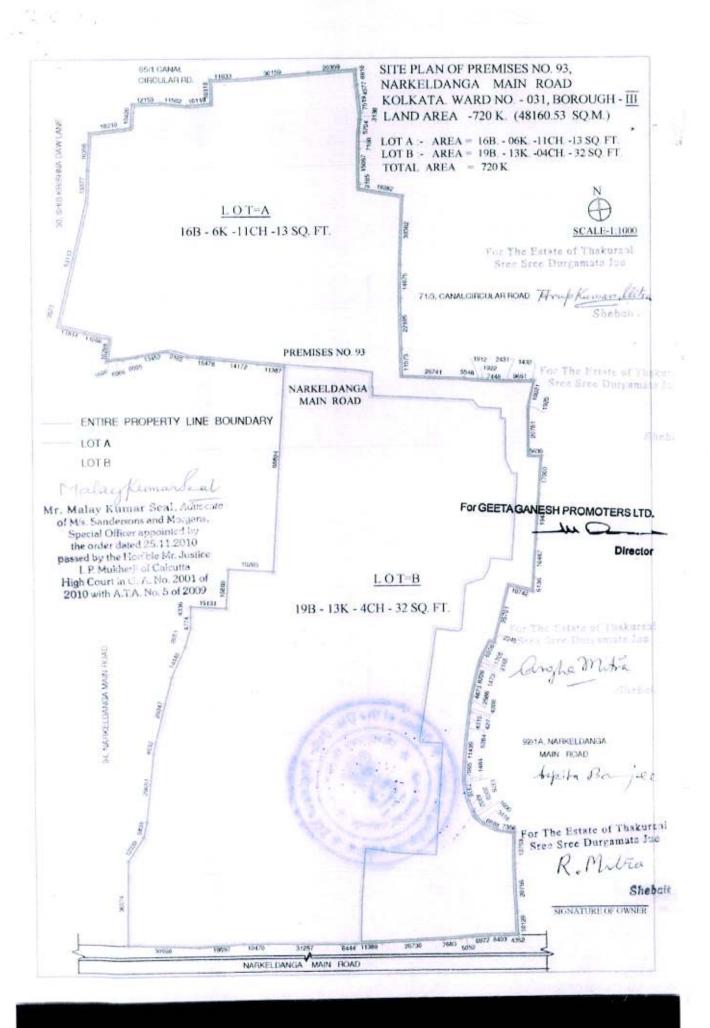
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 2943 to 2977 being No 01320 for the year 2011.



Jadly J.

(Rajendra Prasad Upadhyay) 21-February-2011
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24-PARGANAS
West Bengal

