

1. 244/10

325/10



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

18.1.10  
3.30 P.M.

VC-82/10  
S-185/109

Entered that the document is admitted to registration. The signature of the said document is the part of this document.

CONVEYANCE

Advt. Dir. Sub-Registrar  
Siliguda, South 24 Parganas

19 JAN 2010

1. Date: 18/01/2010

2. Nature of Document: Sale Deed

3. Parties: Collectively the following, which will include their respective successors-in-interest:

3.1 Vendors: Collectively the following of the First Part.

3.1.1 First Vendor: Rajmata Bharati Rajya Lakshmi Bhanj Deo, wife of His Late Highness Pradeep Chandra Bhanj Deo, residing at Belgadia Palace, Baripada, Ward No. 2, P.O. Baripada Town, District: Mayurbhanj, Orissa.

Legal fees Rs. 6,58,050/-  
vide bank draft  
dt 16.1.10

Pradeep Chandra Bhanj Deo

- 3.1.2 **Second Vendor Praveen Chandra Bhanj Deo**, son of His Late Highness Pradeep Chandra Bhanj Deo, residing at Belgadia Palace, Baripada, Ward No. 2, P.O. Baripada Town, District: Mayurbhanj, Orissa having PAN AJPPB0863N.
- 3.1.3 **Third Vendor: Maharani Padma Manjari Devi**, wife of Yuvraj Saheb Sri Udit Pratap Deo, residing at "The Palace Bhawanipatna" at Bhawanipatna, P.O and P.S. Bhawanipatna, District: Kalahandi, Orissa. having PAN ABJPD2609L.
- 3.1.4 **Fourth Vendor: Smt. Sneha Manjari Rana**, wife of Shri. Sarad Sumser Jung Bahadur Rana, residing at 3/386, Sridama, Pulchowk, Katlmandu, Nepal and also at Belgadia Palace, Baripada, Ward No. 2, P.O. Baripada Town, District: Mayurbhanj, Orissa.
- 3.1.5 **Fifth Vendor: Brigadier Toran Jung Bahadur Singh**, son of Late Servaswar Jung Bahadur Singh, residing at Toran Bhawan, Dhapasi, Kathmandu, Nepal and also at Belgadia Palace, Baripada, Ward No. 2, P.O. Baripada Town, District: Mayurbhanj, Orissa.
- 3.1.6 **Sixth Vendor: Avik Jung Bahadur Singh**, son of Brigadier Toran Jung Bahadur Singh, residing at at Toran Bhawan, Dhapasi, Kathmandu, Nepal and also at Belgadia Palace, Baripada, Ward No. 2, P.O. Baripada Town, District: Mayurbhanj, Orissa.
- 3.1.7 **Seventh Vendor: Amrit Manjari Singh**, daughter of Brigadier Toran Jung Bahadur Singh, residing at Toran Bhawan, Dhapasi, Kathmandu, Nepal and also at Belgadia Palace, Baripada, Ward No. 2, P.O. Baripada Town, District: Mayurbhanj, Orissa.
- 3.1.8 **Eighth Vendor: Aradhana Manjari Singh**, daughter of Brigadier Toran Jung Bahadur Singh, residing at at Toran Bhawan, Dhapasi, Kathmandu, Nepal and also at Belgadia Palace, Baripada, Ward No. 2, P.O. Baripada Town, District: Mayurbhanj, Orissa.
- 3.2 **Purchaser: Trimurti Grihanirman Private Limited**, a company within the meaning of the Companies Act, 1956 having PAN AAOCT0482H and registered office at 1, Garstin Place, Kolkata 700 001 being represented by one of its directors Shri Arvind Kumar Neotia, son of Late Ram Gopal

Neotia, by occupation business and residing at 90N New Alipore Block E Kolkata 700053 of the **Second Part**.

3.3 **Confirming Party:** Orbit Projects Private Limited, a company within the meaning of the Companies Act, 1956 having PAN AAEC50375B and registered office at 1, Garstin Place, Kolkata 700 001 being represented by one of its directors Shri Vijay Narayan Rathi, son of Shri Satya Narayan Rathi, by occupation business and residing at 671, Lake Town, Kolkata 700089 of the **Third Part**.

4. Subject matter: The "**Property**" described in **Schedule**, being Municipal Premises no. 2/1 Hussain Shah Road, Kolkata-700 023.

5. **Background:**

5.1 At all material time one His Late Highness Sir Pratap Chandra Bhanj Deo ("**Pratap**"), was inter-alia the owner several properties (the "**Pratap Estate**") including the Property.

5.2 Pratap died intestate on 16<sup>th</sup> July 1968, leaving behind him surviving his widow Prem Kumari Devi, daughter Pratibha Manjari Devi and two sons Pradeep Chandra Bhanj Deo ("**Pradeep**") and Swaroop Chandra Bhanj Deo ("**Swaroop**") (collectively the "**Pratap Heirs**").

5.3 By a Deed of Settlement dated 3<sup>rd</sup> December, 1970, (the "**Settlement Deed**"), the Pratap Heirs divided the Pratap Estate among themselves by which, inter-alia; the Property was allotted to Pradeep.

5.4 A partition suit being Title Suit No. 16 of 1987 was thereafter filed before the Second Court of the Subordinate Judge at Alipore mainly about a property situate at 3, Rainy Park, Kolkata (the "**Rainy Park Property**"). This Suit was not proceeded with and was dismissed on 28<sup>th</sup> January, 2003.

5.5 Pradeep died intestate on 16<sup>th</sup> September 2000, leaving behind him surviving his widow the First Vendor, a son the Second Vendor, two daughters the Third and the Fourth Vendors and the heirs of a pre-deceased daughter Prabha Manjari Devi being the Fifth, Sixth, Seventh and the Eighth Vendors.

- 5.6 Many of the original Pratap Heirs had also expired in the mean time and by an agreement dated 13<sup>th</sup> September, 2004 (the "Agreement") the Pratap Heirs and/or their successors-in-interest had, inter-alia, agreed on the terms of division of the Rainy Park Property and had further agreed that the divisions of the others of the Pratap Estate would be in accordance with the Settlement Deed.
- 5.7 By a Deed of Conveyance dated 5<sup>th</sup> July, 2005, registered with the Sub-DSR-II, Alipore, South 24-Paraganas in Book No. I, Being Deed No. 04326 for the year 2005, by the Pratap Heirs and/or their successors-in-interest had sold the Rainy Park Property in which they had acknowledged the Agreement and thus the division of the other properties of the Pratap Estate by the Settlement Deed was confirmed.
- 5.8 By several lease deeds, the Property had been rented out to one Steel & Allied Products Limited (the "Company"). The Company had taken a certain loan (the "Loan Amount") from M/s Industrial Finance Corporation of India (the "Corporation"). Because of its inability to pay the Loan Amount, the Corporation had filed an application under section 30 of the Industrial Finance Corporation Act, 1948 before the Hon'ble Calcutta High Court being AIFC No. 198 of 1983 (the "Litigation").
- 5.9 By an order dated 9<sup>th</sup> April, 2008 passed by the Hon'ble Justice Sanjib Banerjee, the Joint Receivers appointed in the Litigation were, inter-alia, directed to act on the basis of terms of settlement.
- 5.10 By another order dated 25<sup>th</sup> September, 2008 passed by the Hon'ble Justice Patherya, the Joint Receivers appointed in the Litigation were, inter-alia, directed to release the Property inasmuch as the plant and machinery of the Company thereat had been sold.

5.11 In the meantime on 2<sup>nd</sup> January, 2008, the Vendors had entered into an MOU with the Confirming Party to sell the Property to them for Rs.4,05,00,000/- (Rupees four crore and five lac) (the "Price") out of which till the Date hereof the Confirming Party has paid to the Vendors the sum of Rs. 2,52,11,505/- (Rupees two crore fifty two lac forty four thousand five hundred five) (the "Paid Price") and the balance amount of Rs.1,52,55,495/- (Rupees one crore fifty two lac fifty five thousand four hundred ninety five) (the "Balance Price") was due and payable.

5.12 By a Transfer Agreement dated 17<sup>th</sup> March, 2009, the Confirming Party has transferred all its right, title and interest in favour of the Purchaser for Rs. 1,35,00,000/- (Rupees one crore and thirty-five lac) (the "Transfer Fee"), and Rs. 1,60,000/- (Rupees one lac sixty thousand) towards reimbursement of CESC Limited Electricity Deposit which transfer was confirmed by the Vendors and they had agreed to convey the Property in favour of the Purchaser upon receipt of the Balance Price.

5.13 The Vendors having received the Balance Price, this deed is now being executed to transfer the Property in favour of the Purchaser.

6. Now this deed witnesses:

6.1 Sale: At and for the Consideration mentioned in Clause 6.2, the Vendors do hereby sell and convey to the Purchaser the Property, absolutely and forever, free from all encumbrances of whatsoever nature or kind, which the Purchaser shall have and hold absolutely forever hereafter.

6.2 **Consideration:** The Purchaser is purchasing the Property at and for the total sum of Rs.5,40,00,000/- (Rupees five crore and forty lac) being the aggregate of the following:

6.2.1 The Price being the sum of Rs.4,05,00,000/- (Rupees four crore and five lac) payable under the MOU to the Vendors.

6.2.2 The Transfer Fee being the sum of Rs. 1,35,00,000/- (Rupees one crore and thirty-five lac) payable under the Transfer Agreement to the Confirming party.

6.3 **Payment:** At or before execution hereof the Purchaser has paid the entire Consideration, the receipt whereof the Vendors and the Confirming Party do hereby and by the Memo of Consideration below confirms, admits and acknowledges. The Purchaser has paid the Consideration in the manner following:

6.3.1 **Confirming Party:** The sum of Rs. 2,52,44,505/- (Rupees two crore fifty two lac forty four thousand five hundred five)being the aggregate of the Paid Price, which the Confirming Party has paid to the Vendors, and the Transfer Fee.

6.3.2 **Vendors:** The sum of Rs. 1,52,55,495/- (Rupees one crore fifty two lac fifty five thousand four hundred ninety five) being the Balance Price.

6.4 **Release:** The Vendors do hereby release and discharge the Purchaser from payment of the Price, and every part or portion thereof, the Confirming Party do hereby release and discharge the Purchaser from payment of the Transfer Fee, and every part or portion thereof, and the Vendors do hereby further acquit, release and relinquish all their respective rights, title and/or interests in the Property, and every part and portion thereof, in favour of the Purchaser.

6.5 **Terms of Sale:** The 'Sale' of the Property being affected by this Deed is:

6.5.1 A 'Sale' within the meaning of the Transfer of Property Act, 1882.

6.5.2 Absolute, irreversible and forever.

6.5.3 Free from all encumbrances of every nature and kind whatsoever.

**6.6 Vendors' Covenants and/or Representations:** The Vendors hereby covenant with the Purchaser that:

6.6.1 They have good right, full power and absolute authority to sell, transfer and convey the Property free from all encumbrances, liens and attachments whatsoever.

6.6.2 They have not encumbered the Property in any manner whatsoever.

6.6.3 They shall jointly and severally keep the Purchaser well and sufficiently saved, harmless and indemnified from and against all actions, proceedings, claims, demands, costs or expenses, whether statutory or contractual, up to the Date hereof, that the Purchaser may suffer or incur and that the Vendors shall, jointly or severally, forthwith pay, reimburse and/or make good all losses, expenses or costs as be suffered or incurred by the Purchaser.

6.6.4 They shall in future, at the request and cost of the Purchaser, execute all other deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Property or more effectually transferring the Property to the Purchaser.

6.6.5 The Purchaser shall hereafter peacefully and quietly have, hold, possess and enjoy the Property without any obstruction, hindrance, eviction, claims or demands whatsoever from any person or persons claiming through, under or in trust for any of the Vendors.

6.6.6 There is no order restraining any of the Vendors from dealing with the property in any manner whatsoever or howsoever.

6.6.7 No part of the Property is subjected to any acquisition or requisition.

6.6.8 None of the Vendors hold any 'excess vacant land' within the meaning of the Urban Land Ceiling & Regulation Act, 1976.

6.6.9 There is no Certificate Case or proceeding pending against any of the Vendors for realisation of the arrears of Income Tax or any other taxes or dues or otherwise under the Public Demand Recovery Act and/or any other laws for the time being in force.

6.6.10 The Vendors have got their name mutated in the records of Kolkata Municipal Corporation and also paid the municipal taxes upto date.

6.6.11 They shall jointly and severally keep the Purchaser well and sufficiently saved, harmless and indemnified from and against all actions, proceedings, claims, demands, costs or expenses whether statutory or contractual, up to the Date hereof, or due to any of the Representations herein being untrue and/or incorrect, that the Purchaser may suffer or incur and that the Vendors shall, jointly or severally, forthwith pay, reimburse and/or make good all losses, expenses and/or costs suffered or incurred by the Purchaser.

## SCHEDULE

[Subject matter of sale]

(The Property)

The plot of land measuring about 100 Cottahs, lying and situate in Municipal Premises No. 2/1 Hussain Shahi Road, Kolkata-700 023, in Ward No. 78, P.S. Ekbalpore, District: 24 Parganas (South), *together with* buildings, structures and outhouses standing and/or constructed thereon having an area of 55000 square feet



which is in actual physical measurement is 100 Cottahs 1 Chittaks 12 square feet i.e. 6694.259 square meters delineated on the plan attached hereto and bordered in colour Red thereon and butted and bounded as follows:

- On the North : College being Premises No. 7, Mayur Bhanj Road.
- On the East : Mominpore Road.
- On the South : Hussain Shah Road.
- On the West : Mayur Bhanj Lane.

7.Execution and delivery: In witnesses whereof the parties have executed these presents at Kolkata on the day, month and year first above written.

Executed and delivered by the parties in the presence of:

*Aswani*  
Anoop Kumar Paul  
1, GARSTIN PLACE  
KOLKATA-1.

Mond. 11.10.2011  
29/11/21. L. in low S/-  
KOL - 14

*Pradip Chatterjee Bhargava Deo*  
**FOR SELF AND AS CONSTITUTED ATTORNEY OF**  
 R Jini - Bhargava Deo, X. M. H. D. S.,  
 Moh: 987-111-1111  
 Smt. Seeta Devi  
 Brig-dier Taran Jung Bahadur Singh,  
 Kumari Amit Marjari Singh,  
 Kumari Aradhana Manjari Singh  
 Kumar Avik Jung Bahadur Singh

Trimurti Grihanirman Pvt. Ltd.

*[Signature]*  
Director.

ORBIT PROJECTS (P) LTD.

*[Signature]*  
DIRECTOR

Memo of Consideration

Received the sum of **Rs.5,4,00,00,000/- (Rupees four crores and forty lacs)** out of the Consideration the Vendors have received Rs. 4,05,00,000/- (Rupees four crores and five lacs) and the Confirming Party have received Rs. 1,35,00,000/- (Rupees one crore thirty five lac) as mentioned in Clause 6.2 of the Conveyance Deed.

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*[Handwritten text]*
















*[Handwritten signature]*

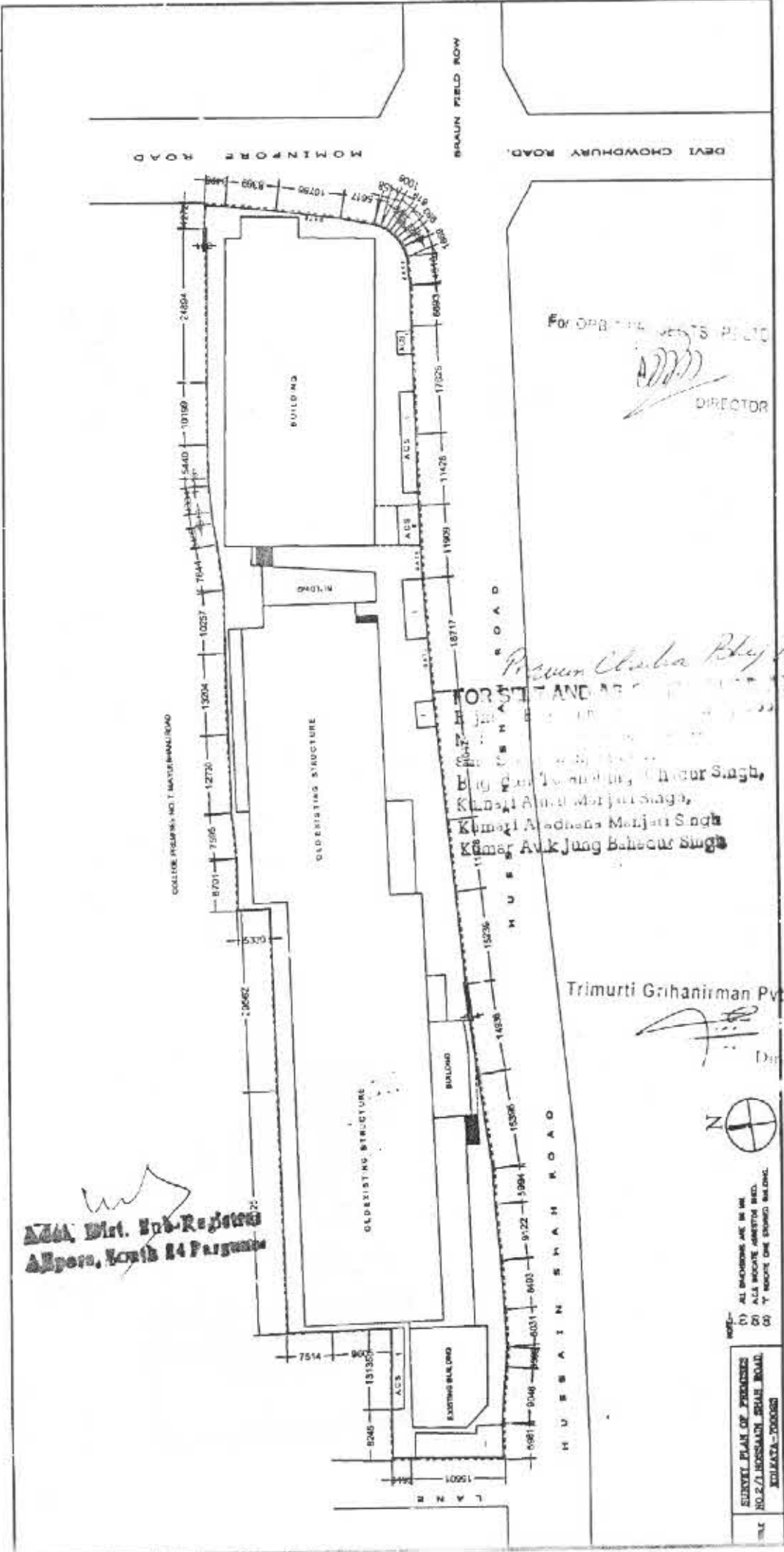
**FOR SELF AND AS CONSTITUTED ATTORNEY OF**  
Rjm B... ..  
M... ..  
Sm... ..  
Brig. d... ..  
Kumar... ..  
Kumar Ar... ..  
Kumar Avik Jung Bahadur Singh

**For ORBIT PROJECTS (P) LTD.**

*[Handwritten signature]*  
**DIRECTOR**

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
	 					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	 <i>Praveen Chandra Rohit Des.</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	 					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						



*Handwritten signature*  
 ADDL Dist. Engr. Rajendra  
 Alipore, South 24 Parganas

For OPPOSITE SITES PLOT  
*Handwritten signature*  
 DIRECTOR

*Handwritten signature*  
 FORST AND ARCHITECTS ATTORNEY OF  
 K. D. Singh, Chander Singh,  
 K. D. Singh, Merjan Singh,  
 K. D. Singh, Mohan Singh,  
 Kumar, Avk Jung Bahadur Singh

Trimurti Grihanirman Pvt. Ltd.  
*Handwritten signature*  
 Director



NOTE:-  
 (1) ALL DIMENSIONS ARE IN METERS  
 (2) ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED  
 (3) 'X' MARKS THE CORNER OF THE BUILDING

SURVEY PLAN OF PREMISES  
 NO. 27, HUSSAIN SHAH ROAD,  
 KOLKATA-700008



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Government Of West Bengal  
Office Of the A. D. S. R. ALIPORE  
District:-South 24-Parganas

Endorsement For Deed Number : I - 00244 of 2010  
(Serial No. 00325 of 2010)

On 18/01/2010

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

Presented for registration at 15.30 hrs on :18/01/2010, at the Private residence by Arvind Kumar Neotia,Claimant.

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

Execution is admitted on 18/01/2010 by

1. Praveen Chandra Bhanj Deo, son of Lt Highness Pradeep Chandra Bhanj Deo , Belgadia Palace, Village:Baripada, District:-Mayurbhanj, ORISSA, India, , By Caste Hindu, By Profession ----
2. Vijay Narayan Rathi, Director, Orbit Projects Pvt. Ltd.1, Garstin Place, kolkata, District -Kolkata, WEST BENGAL, India, Pin :-700001 ., By Profession : Business
3. Arvind Kumar Neotia, Director, Trimurti Grihanirman Pvt. Ltd.1, Garstin Place, kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700001 ., By Profession : Business  
Identified By Md. Ali Khan, son of Lt G. H. Khan, 29/h/21, Linton Street, kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014 , By Caste: Muslim, By Profession: Business

**Executed by Attorney**

Execution by

1. Praveen Chandra Bhanj Deo, son of Lt Highness Pradeep Chandra Bhanj Deo , Belgadia Palace, Village:Baripada, District:-Mayurbhanj, ORISSA, India, By Caste Hindu. By Profession ---- as the constituted attorney of 1. Rajmata Bharati Rajya Lakshmi Bhanj Deo 2. Maharani Padma Manjari Devi 3. Smt. Sneha Manjari Rana 4. Brigadier Toran Jung Bahadur Singh 5. Avik Jung Bahadur Singh 6. Amrit Manjari Singh 7. Aradhana Manjari Singh is admitted by him.

Identified By Md. Ali Khan, son of Lt G. H. Khan, 29/h/21, Linton Street, kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014 , By Caste: Muslim, By Profession: Business.

( Utpal Kumar Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 19/01/2010

**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:**

Fee Paid in rupees under article : A(1) = 658042/- ,E = 14/- on 19/01/2010

**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.-59823000/-

Certified that the required stamp duty of this document is Rs.- 4187630 /- and the Stamp duty paid as: Impressive Rs.- 100/-

( Utpal Kumar Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR



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Government Of West Bengal  
Office Of the A. D. S. R. ALIPORE  
District:-South 24-Paraganas

Endorsement For Deed Number : I - 00244 of 2010  
(Serial No. 00325 of 2010)

**Deficit stamp duty**

Deficit stamp duty Rs. 4187800/- is paid, by the draft number 971081, Draft Date 16/01/2010. Bank Name State Bank Of India, Overseas Branch, received on 19/01/2010

( Utpal Kumar Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Utpal Kumar Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR  
EndorsementPage 2 of 2

