

82-4885/10

1-04304/10



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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THIS DEED OF CONVEYANCE is made this day of 29th Nov. Two Thousand Ten between the Body Corporate named and known as Kolkata Improvement Trust (in short KIT), presently a statutory body under the Urban Development Department, Government of West Bengal, represented by the Officer-on-Special Duty, Kolkata Metropolitan Development Authority, for carrying out the purposes of the Kolkata Improvement Act 1911, designated as O.S.D., KMDA (KIT) having his Office, at P-16, India Exchange Place Extension, Police Station - Bowbazar, Kolkata - 700007, (hereinafter called as "The O.S.D.") as Vendor (which expression shall where the context so admits to include the person or persons for the time being entitled to the reversion immediately expectant on determination of the term hereby agreed to be granted) of the First Part AND Simplex Projects Ltd., (a registered Company under the Companies Act India, 1956), represented by Sri Jai Kishan Bagri Son of Sri Bal Kishan Bagri, age 60 years Director Simplex Projects Ltd. having its Registered Address at 12/1, Nellie Sengupta Sarani, Police Station New Market, Kolkata 700 087 hereinafter called "The Purchaser" (which expression shall where the context so admits to include its successors in office, administrators or permitted assigns) of the Second Part

Jai Kishan Bagri



certified that the document is submitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

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15 DEC 2010

Dist. Sub-Registrar
Alipore, South 24 Parganas

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WHEREAS the Board of Trustees for the Improvement of Calcutta had been superseded for a period of 3 (three) years from 20th February, 1989 by Order No. 700-MD/A-21/88 dated 17th February, 1989 by the Governor of West Bengal thereby appointing the O.S.D in exercise of the power conferred by sub-section (I) of Section 177A of the Kolkata Improvement Act, 1911 for carrying out the purposes of the said Act.

AND WHEREAS the said period of supersession was extended by every three years and currently with effect from 20th February, 2010 vide Order No. 403-UD/O/M/SB/A-1/95(pt.) dated 08th February, 2010;

1. AND WHEREAS the O.S.D. had published an advertisement on 24th March, 2008 in the newspapers being at Ananda Bazar Patrika, Times of India and The Telegraph inviting sealed bids from the intending buyers for purchase of KIT land measuring about 2882.571 sq. mtrs. (43.09 Kottahs) at Block No. 17D within KIT Scheme No. 118 on the basis at reserve price of Rs.20.00 lakhs per Kottah.
2. AND WHEREAS complete set of bidding documents was made available by O.S.D.. KIT to the intending purchasers from 07.03.2008 to 28.03.2008 on payment of Rs.10000/- only per set being non-refundable payable to O.S.D. and terms and conditions for purchase of the said property on full payment basis were set out in Information Brochure of the O.S.D. purchased by the intending buyers during the fixed time schedule for perusal and acceptance of such terms and conditions by the intending purchasers before submitting there sealed bids with the O.S.D, KIT.
3. AND WHEREAS the purchasers submitted its Application Form duly filled in with application money of Rs.86.18 lakhs with the O.S.D. on 28.03.2008; And whereas the sealed bids by the intending purchasers were opened by the O.S.D. at his office on 04.04.2008 at 2.00 p.m. after service of letters of intimation to the intending purchasers.

Just Kottah 120

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4. AND WHEREAS the purchaser was found to be the highest bidder offering consideration money of Rs.15,08,15,000/- only for purchasing the said property measuring about 43.09 kottah as fully mentioned in the schedule hereto as per bid held in terms of advertisement published on the 24th March, 2008 as mentioned hereinabove.

5. NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

- A. 10% (Ten percent) of Reserve price of Application Money being Earnest Money for Rs.86.18 lacs has been paid by the purchaser to the O.S.D. on 28.03.2008.
 B. The purchaser paid the 1st installment being 40% of estimated purchase price being the amount of Rs.5,17,08,000/- to the O.S.D. on 26.05.2008.
 C. The purchaser there after made the following payments towards 2nd instalment being 50% of estimated purchase price to the O.S.D prior to joint demarcation of the property:-

Amount.	Date
(i) Rs.1,81,08,130/-	25.08.2008
(ii) Rs. 87,19,006/-	29.10.2008
(iii) Rs.1,36,90,327/-	19.01.2009
(iv) Rs. 20,18,231/-	06.03.2009
(v) Rs. 23,62,377/-	08.05.2009
(vi) Rs. 85,03,948/-	08.07.2009
(vii) Rs 2,50,00,000/-	13.07.2009
Total : Rs. 7,84,02,019/-	

- D. Joint demarcation of the property was held on 28.09.2009 in presence of the Representatives of the O.S.D. and those of the purchasers; and the property after being physically measured was found and demarcated to be 43.04 kottahs and it was accepted by the purchaser as final and conclusive.
 E. Upon physical measurement and demarcation of the property aforesaid, the purchaser paid to the O.S.D. being balance purchase price of Rs.1,15,60,676/- on 03.05.2010 and Rs.3,40,403/- on 30.06.2010 respectively thereby making full



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payment of entire consideration money of Rs.15,06,29,098/- (Rupees Fifteen Crore Six Lacs Twenty Nine Thousand Ninety Eight only).

AND WHEREAS the O.S.D., KIT is now absolutely seized and possessed of or otherwise well and sufficiently entitled free from all encumbrances to a Block of KIT surplus land in Scheme No. 118, now known a Block No. 17-D in Scheme No. 118, measuring an area 2878.651 sq. mtr. (43.04 Kottah) more or less hereditaments and premises in the Schedule hereto, more particularly mentioned and described and intended to be hereby granted, conveyed, transferred and assured and have contracted with the purchaser for the absolute sale thereof at or for total consideration price of Rs.15,06,29,098/- (Rupees Fifteen crore six lakh twenty nine thousand ninety eight) only for residential/commercial purpose.

AND WHEREAS the O.S.D., KIT (vendor hereof) has duly received the said amount of entire purchase price @ Rs.15,06,29,098/- (Rupees Fifteen crore six lakh twenty nine thousand ninety eight) only from the Simplex Projects Limited as paid for and on behalf of the purchaser hereof, to the said O.S.D., KIT in the manner as mentioned hereinabove.

NOW THIS INDENTURE WITNESSETH that in pursuance of the receipt of the said entire consideration money of Rs. 15,06,29,098/- (Rupees Fifteen crore six lakh twenty nine thousand ninety eight) only paid to the O.S.D., KIT by the purchaser before the execution of these presents (the receipt whereof the O.S.D., KIT do hereby acknowledge) the O.S.D., KIT hereby grant, convey and transfers unto the purchaser ALL THAT the said land particularly described in the Schedule hereto TOGETHER WITH all liberties, privileges, easements rights, appendages and appurtenances whatsoever to the said land and premises belonging to or in any way appertaining held, used or occupied therewith and premises all the estate right, title and interest in property, claim and demand whatsoever of the O.S.D., KIT into or upon the same and every part thereof TO HAVE AND TO HOLD the same absolutely unto the purchaser forever.

Jai 




And it is further agreed and declared between the parties hereto as follows :-

- I. **AND WHEREAS** the possession of the said block of land was handed over to the purchaser and the purchaser took over said possession on 21.09.2010; and the purchaser shall not claim further possession after the execution of these presents for any reason whatsoever.
- II. **AND WHEREAS** the purchaser shall purchase the said property irrespective of condition of soil and its attachments thereto.
- III. **AND WHEREAS** the purchaser shall have full and absolute proprietary rights, title and interest over and in respect of the property described in Schedule hereunder written.
- IV. Any development proposal regarding the said property will be strictly in accordance with law and also as per the existing Rules of different Competent Authorities.
- V. And whereas the purchaser will be liable for payment of municipal taxes, rates and other impositions including enhancement thereon, if any, in respect of the property hereby conveyed from time to time either for the owner or for the occupier from the date of possession delivered by the O.S.D. of KIT; and shall have right and entitlement to have the purchaser's name mutated in respect of the said property in accordance with law.

Jai Kishan Bera



THE SCHEDULE ABOVE REFERRED TO

ALL THAT a block of revenue free KIT surplus land in KIT Scheme no. 118 at premises now known as Block No. 17-D, Prince Gulam Md. Shah Road, measuring an area 2878.651 Sq. mtr. (43.04 kottah) be the same a little more or less formed out of original Premises No. 3 (portion), Russa Road, South 1st Lane comprising Dag Nos. 660, 661, 663, 664, 665, 666, 781, Touzi No. 56, Mouza Chandpur, District - 24 Parganas (South), Ward No. 94, Thana - Jadavpur, Registration Office Alipore, butted and bounded as follows:

On the North By: 2.20 metres wide KIT Road & 18.00 metres wide KIT Road in Scheme No. 118.

On the East By: 12.20 metres wide KIT Road in Scheme No. 118.

On the South By: P-17A (Portion), I.O.C.L. Housing Complex & P-17A (Portion) Chatushkon Housing Complex in Scheme No. 118 and

On the West by: P-17A (Por), I.O.C.L. Housing Complex & P-17A (Portion) Chatushkon Housing Complex and 18.00 metres wide KIT Road in Scheme No. 118.

Or, howsoever, otherwise the same hereditaments and premises are situated bounded called known described or distinguished and which said block of land of KIT is more particularly delineated on the map or plan hereto annexed and thereon coloured pink.

Asi kishor Nay
Jai kishor Nay



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IN WITNESS WHEREOF these presents have been signed by or on behalf of the parties hereto the day, month and year first above written.

Given under the Common Seal of the O.S.D., KIT and signed by the O.S.D.

Mukherjee

~~ATTORNEY~~
Officer-On-Special Duty, K.M.D.A., for carrying out the purposes of the Kolkata Improvement Act, 1911.

Witness: Paritosh Mukherjee
P.A. to O.S.D. & P.R.O.
Kolkata Improvement Trust

The Common Seal of O.S.D. KIT was Hereunto affixed in my presence

Naraita Ray (Mallik)

Secretary, K.M.D.A., for carrying out the proposes Of the Kolkata Improvement Act, 1911.
Secretary,
Kolkata Improvement Trust

Sobhan Kumar Chatterjee
Chief Valuer - In-Charge, Kolkata Improvement Trust
Chief Valuer

Signed by the above named Purchaser In the presence of:

FOR DUPLEX PROJECTS PVT. LTD.
Jai Mohan Das
Authorized Signatory/Officer
PURCHASER

Witnesses:

1. Brai Ratan Datta,
12/1, Lindsay Street, Kol-07
2. *Prasanta krishna*
Soc. Cell. K.I.T.
Kolkata 70073.

Deed Prepared by:

P.W. No. AADES 8558 R.
J. Bhattacharya
(Sri J. Bhattacharya)
Law Officer, K.I.T

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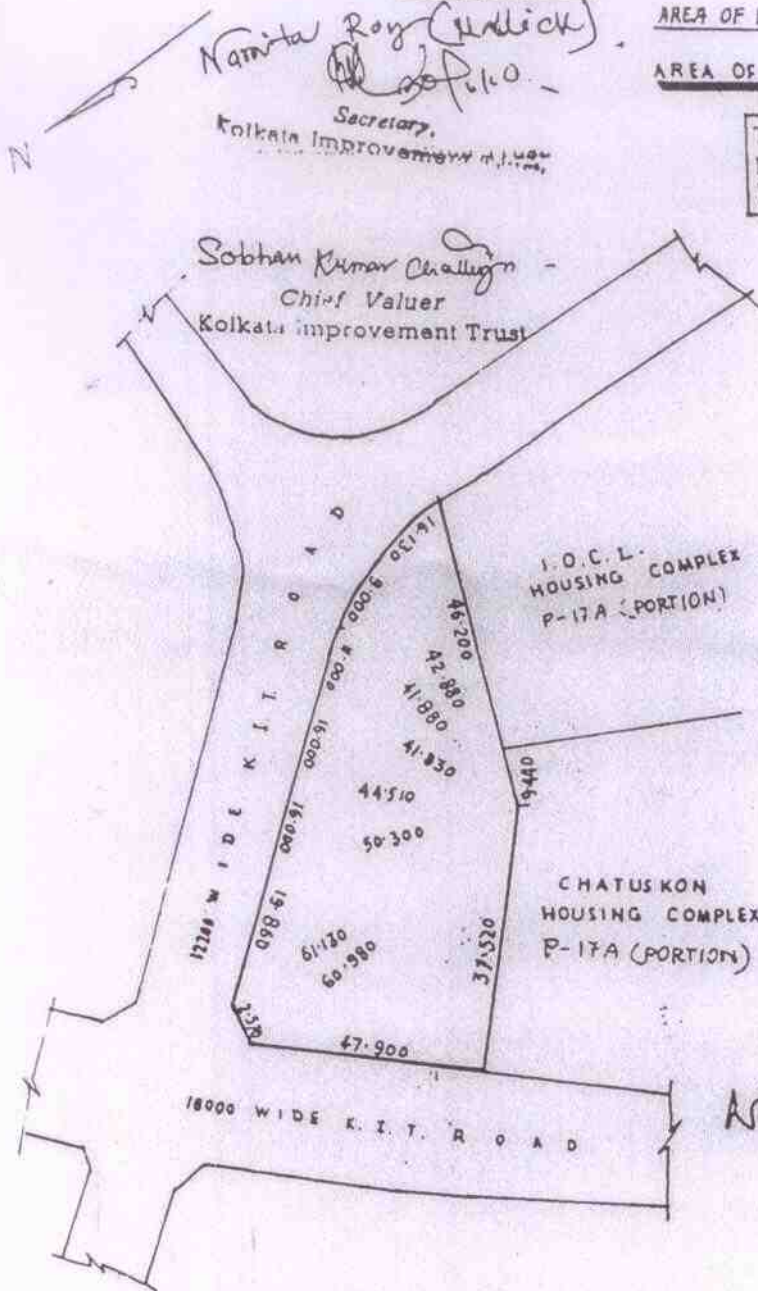
KOLKATA IMPROVEMENT TRUST
DEED PLAN OF PLOT NO 17D SCHEME NO.-118

SCALE - 1:600

AREA OF LAND : 2878'651 58M. M² (43'04X)

AREA OF LAND SHOWN THIS 

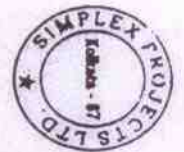
THIS DRAWING IS PREPARED AS PER
DRAWING SUPPLIED & APPROVED BY
VALUATION DEPARTMENT



Namita Roy (Chatterjee)
Secretary,
Kolkata Improvement Trust

Sobhan Kumar Chatterjee
Chief Valuer
Kolkata Improvement Trust

Paritosh Mukherjee
P.A. to O.S.D. & P.R.O.
Kolkata Improvement Trust



For SIMPLEX PROJECTS LTD.
Jai Kishor Dasgupta
Authorized Signatory/Director

- Witnesses:
1. *Braj Ratan Datta*
 2. *Prasanta Kumar Dasgupta*

Hridaya Dasgupta
10.09.09
X. ENG. D&P.O.
Mondal Supt. D&P.O.
10/09/09

K. Jalender
11.09.09
VALUATION OFFICER


Sobhan Kumar Chatterjee
21/09/09
CHIEF VALUER

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		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name JAI KISHAN BAGRI

Signature Jai Kishan Bagri



		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature





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Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the D.S.R.-I SOUTH 24-PARGANAS, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 04885 / 2010, Deed No. (Book - I , 04304/2010)

I. Signature of the Presentant

Name of the Presentant	Signature with date
Himandri Chaudhuri	Himandri Chaudhuri 15-12-2010

II. Signature of the person(s) admittng the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Himandri Chaudhuri Address -22 (South), K.N.C. Road, Kolkata, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-704123	Attorney	 15/12/2010	 LTI 15/12/2010	Himandri Chaudhuri
2	Jai Krishna Bagri Address -12/1, Nelli Sen Gupta Sarani, Kolkata, Thana:-New Market, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700087	Self	 15/12/2010	 LTI 15/12/2010	Jai Krishna Bagri

Name of Identifier of above Person(s)
 Ashoke Kr. Roy
 212, Bagmeri Road, Kolkata, District:-South
 24-Parganas, WEST BENGAL, India, P.O. :- Pin
 :-700054

Signature of Identifier with Date

Ashoke Kr Roy
15/12/2010

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

Endorsement For Deed Number : I - 04304 of 2010
(Serial No. 04885 of 2010)

On
Payment of Fees:

~~On 15/12/2010~~
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 : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 15/12/2010

Amount by Draft

Rs. 1656965/- is paid , by the draft number 008183, Draft Date 13/12/2010, Bank Name State Bank of India, COMMERCIAL BRANCH KOLKATA, received on 15/12/2010

(Under Article : A(1) = 1656919/- , E = 14/- , H = 28/- , M(b) = 4/- on 15/12/2010)

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.-150629098/-

Certified that the required stamp duty of this document is Rs.- 10544057 /- and the Stamp duty paid as Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 10539057/- is paid, by the draft number 008182, Draft Date 13/12/2010, Bank Name State Bank of India, COMMERCIAL BRANCH KOLKATA, received on 15/12/2010

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

Presented for registration at 12.51 hrs on :15/12/2010, at the Office of the D.S.R.-I SOUTH 24-PARGANAS by Himandri Chaudhuri, Executant.

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

Execution is admitted on 15/12/2010 by

- Jai Krishna Bagri
Director, Simplex Projects Ltd., Pan No - Aadcs 8598 R, 12/1, Nelli Sen Gupta Sarani, Kolkata,
Thana:-New Market, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700087.
By Profession : Business

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

15/12/2010 14:24:00



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

Endorsement For Deed Number : I - 04304 of 2010
(Serial No. 04885 of 2010)

Identified By Ashoke Kr. Roy, son of Late Mouji Lal Roy, 212, Bagmari Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700054 , By Caste: Hindu, By Profession: Service.

Executed by Attorney


Execution by

1. Himandri Chaudhuri, son of Late Braja Gopal Chaudhuri , 22 (South), K.N.C. Road, Kolkata, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-704123 By Caste Hindu By Profession: Service, as the constituted attorney of Md. Kamran, I. A. S., O. S. D., K. M. D. A is admitted by him.

Identified By Ashoke Kr. Roy, son of Late Mouji Lal Roy, 212, Bagmari Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700054 , By Caste: Hindu, By Profession: Service

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

স্বাক্ষরিত হয়।


(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

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Certificates of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 3381 to 3395
being No 04304 for the year 2010.



(Handwritten signature)

(Abani Kumar Dey) 16-December-2010
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R.-I SOUTH 24-PARGANAS
West Bengal

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Power No. 10 for the year 2009
Authenticated in ARA -II, KOLKATA

Attorney appointed by: Md. Kamran, I.A.S., O.S.D., K.M.D.A.
(Executant) for carrying out the purposes of the K.I. Act, 1911

Power authenticated to:

(Presentant) NAME : Sri Himadri Chaudhuri.
Father's Name : Late Braja Gopal Chaudhuri
Address: 22, K.N.C. Road (South)
P.S.-Barasat, Dist.-24 Pgs.(N)
PIN: 704123
Occupation: Service-holder under O.S.D.
in Kolkata Improvement Trust.

PURCHASER: Name: Simplex Projects Ltd.
Represented by: Sri Jai Kishan Bagri
Address: 12/1, Nellie Sengupta Sarani
Police Station-New Market
Kolkata 700 087.

Occupation: Service

Identified by : Name : Ashoke Kumar Roy
Father's Name : Late Moujilal Roy
Address : 212E, Bagmari Road
Kolkata-700 054
Occupation : Service.

Deed Prepared by: Sri Jyotirmoy Bhattacharya, Advocate
Law Officer, K.I.T

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Dated2010

DEED OF CONVEYANCE

BETWEEN

OFFICER-ON-SPECIAL DUTY, K.M.D.A,
FOR CARRYING OUT THE PURPOSES
OF THE KOLKATA IMPROVEMENT ACT, 1911

AND

SIMPLEX PROJECTS LIMITED

Ref: Plot No. 17-D, KIT Scheme No. 118



A/1938

Dist. Office, Alipore, South 24 Parganas
15 DEC 2010