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Saha & Ray



H. v 11, 50, 38007

M.V. Anand Rs. 4, 14, 97, 500/-
 My S.I.G. Range - I, Bhawan
 Bhawan, vide memo no - 177
 dated - 27.2.07.

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 STAMP SUPERINTENDENT
 KOLKATA COLLECTORATE

333443

19/1/07

1.11. 2007
 24.3.07

Stamp No. 028252
 28/3/07
 18, 18, 760/-
CONVEYANCE

Stamp No. 23.58
 11/12/07
 11/12/07
 123024

1. Date: 1915 January, 2007

A - 123024
E - 7

2. Place: Kolkata

3. Parties:

3.1 Jagabandhu Sadhukhan, son of Late Dulal Chandra Sadhukhan, residing at 584, Rabindra Sarani, Kolkata-700098

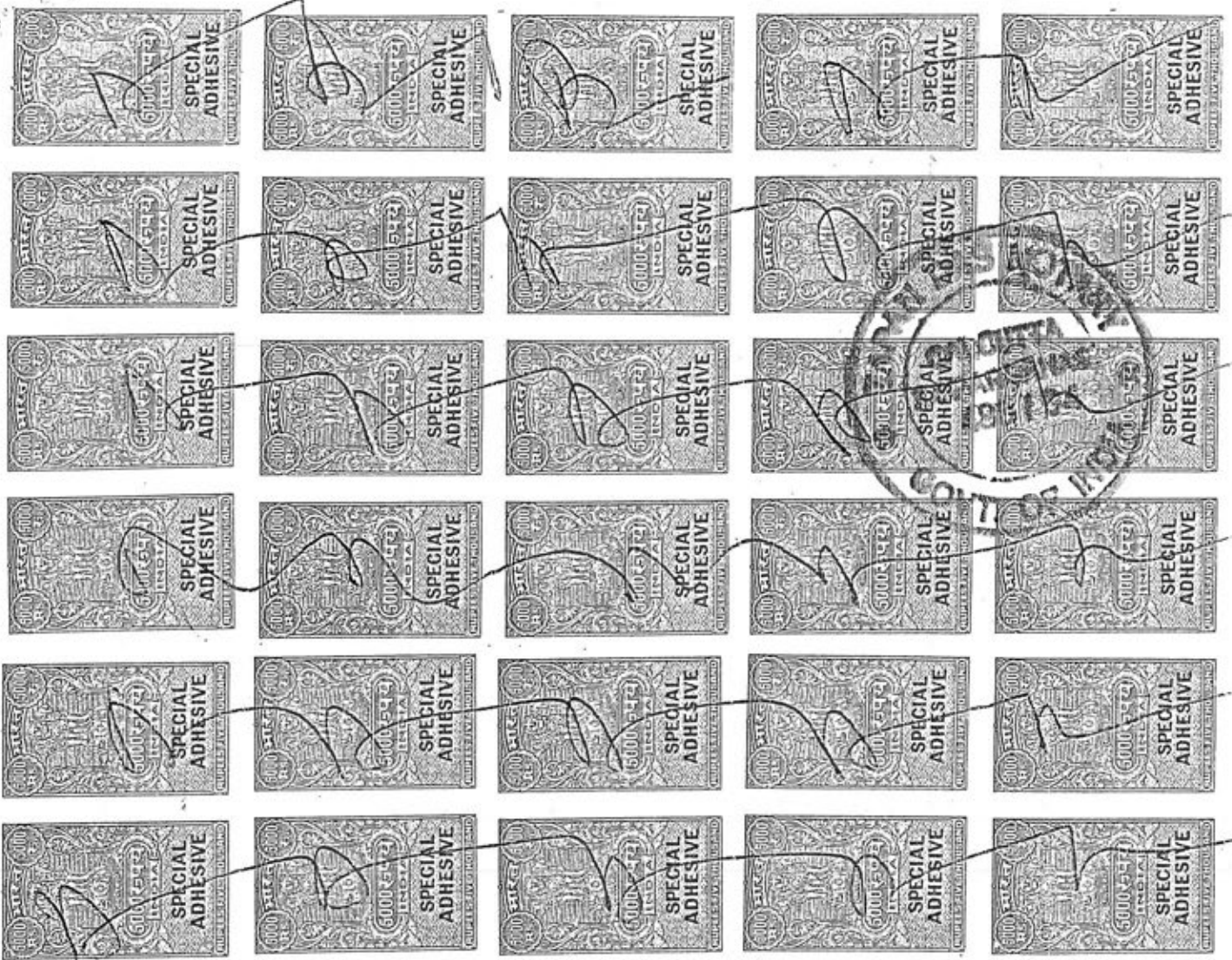
TO BE CORRECT
 GOPAL KARNATA
 Sadhukhan

attested on 14. Advocate

NOTARY
 REGD. NO. 483194

28-3-07 - S.S.2
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 R.S.

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 12 APR 2007



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- 3.4 **Rita Sadhu**, daughter of Late Kamal Kanta Sadhukhan and wife of Rabindra Nath Sadhu, residing at 148/1A, Ultadanga Main Road, Kolkata-700067
- 3.5 **Mita Sadhukhan**, daughter of Late Kamal Kanta Sadhukhan and wife of Sri Swapan Sadhukhan, residing at 5C, Ultadanga Main Road, Kolkata-700067

JSR
 S.S. [Signature]
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12 APR 2007

Certified to be True Copy
 attested by J.d. Advocate

TAPAN DAS, NOTARY
 REGD. NO. 4B3190



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3.6 **Banamala Sadhukhan**, daughter of Late Dulal Chandra Sadhukhan and wife of Late Gopal Chandra Sadhukhan, residing at K.C. Laha Ghat Lane, Rishra, District Hooghly
 (Vendors, includes successors-in-interest)

And

Certified to be True Copy
 attested by Ld. Advo and

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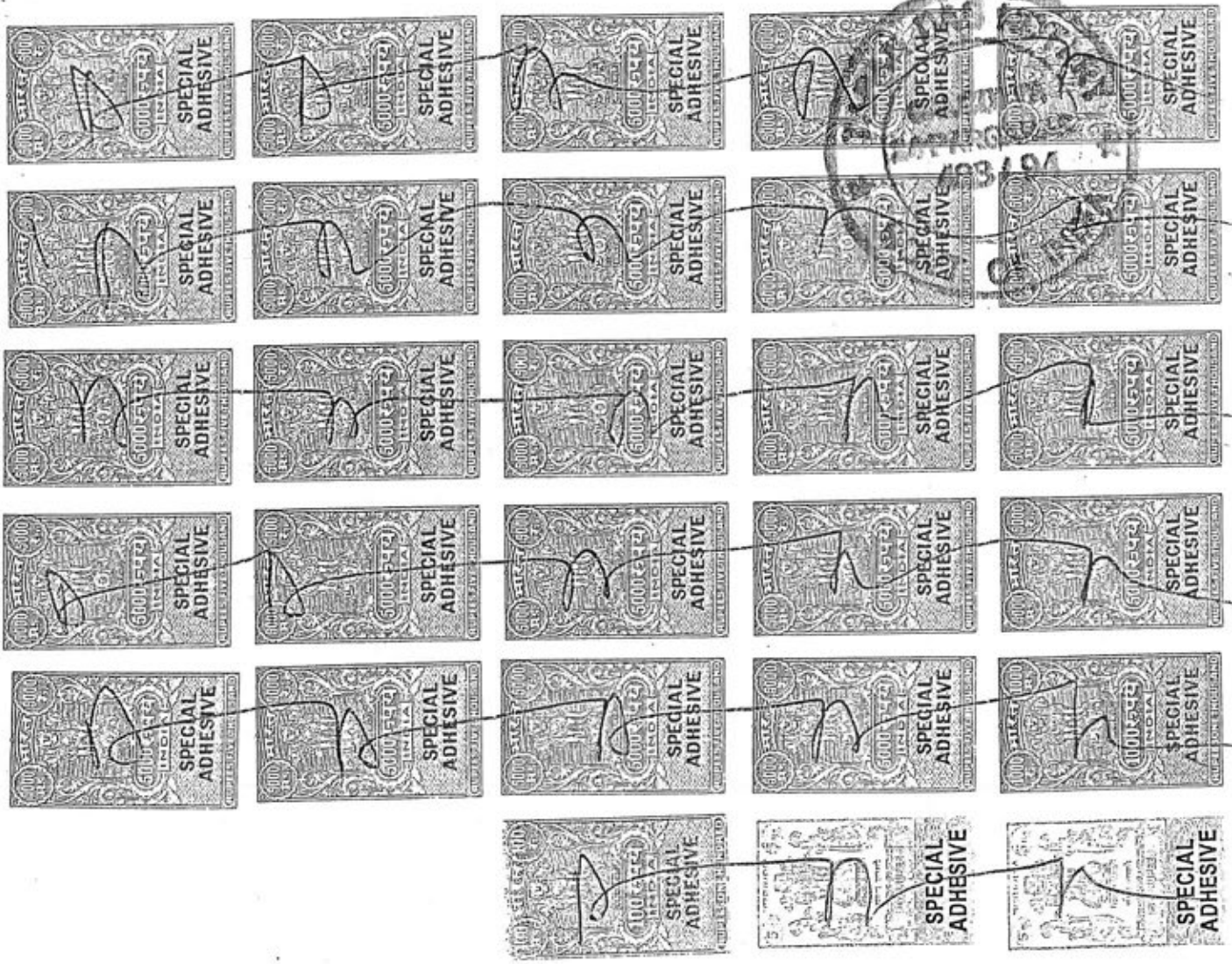
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TAPAN LAI, NOTARY
 REGD. NO. 483/94

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 KOLKATA

3.7 **Ideal Unique Realtors Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071
 (Purchaser, includes successors-in-interest and/or assigns).

Vendors and Purchaser collectively **Parties** and individually **Party**. Certified to be true and correct copy of the original.

J.S.R.
 S.S.
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TAPAN LAL, NOTARY
 REGD. NO. 483194

12 APR 2007

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:



4. Subject Matter of Conveyance:

- 4.1 **Said Share In Said Property:** Undivided 68.75% (sixty eight point seven five percent) share (**Said Share**) in land measuring 4 (four) bigha and 3 (three) cottah, more or less **together with** the houses and structures erected thereon, situate, lying at and being Municipal Premises No.162, Shri Arabinda Saram (formerly Premises No. 73/6, Grey Street), Police Station Burtalla, Kolkata-700006, demarcated in colour **Red** on the **Plan** attached (**Said Property**), the Said Share in the Said Property being described in the **Schedule** below (**Said Share In Said Property**) and all usufructs thereof.

5. Background, Representations, Warranties and Covenants:

- 5.1 **Representations and Warranties Regarding Title:** The Vendors represent, warrant and covenant regarding title as follows:

- 5.1.1 **Ownership of (Smt.) Gouri Dassi:** (Smt.) Gouri Dassi was the owner of the Said Property.
- 5.1.2 **Demise of (Smt.) Gouri Dassi:** (Smt.) Gouri Dassi died in the year 1943, after having made and published her last will and testament dated 16th March, 1937 (**Gouri Dassi's Will**) and probate thereof was granted on 28th March, 1945 by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction. Under Gouri Dassi's Will, she bequeathed all her properties to her son Dulal Chandra Sadhukhan with the stipulation that her son would have life interest and after his death, the properties would devolve on her son's sons in equal share.
- 5.1.3 **Demise of Dulal Chandra Sadhukhan:** Dulal Chandra Sadhukhan, a Hindu governed by the Dayabhaga School of Hindu Law, died on 14th February, 1968, leaving behind him surviving four sons, namely Kamal Kanta Sadhukhan, Nilmoni Sadhukhan, Jagabandhu Sadhukhan by his first wife (Smt.) Mahamaya Dassi and Chandra Sekhar Sadhukhan by his second wife (Smt.) Durgarani Dassi.
- 5.1.4 **Share in Said Property:** In accordance with Gouri Dassi's Will, each of the said four sons of Late Dulal Chandra Sadhukhan had a 25% (twenty five percent) share or interest inter alia in the Said Property.
- 5.1.5 **Partition Suit:** In or about August 1968, Kamal Kanta Sadhukhan and Nilmoni Sadhukhan instituted a suit in the Hon'ble High Court at Calcutta for partition and administration of the estate of Late Gouri Dassi and the same was registered as Suit No.2267 of 1968 (Kamal Kanta Sadhukhan & Nilmoni Sadhukhan -vs- Jagabandhu Sadhukhan & Chandra Sekhar Sadhukhan) (**Partition Suit**).
- 5.1.6 **Demise of Nilmoni Sadhukhan:** During pendency of the Partition Suit, Nilmoni Sadhukhan, a bachelor Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 9th September, 1973 and thus his share or interest inter alia in the Said Property devolved in equal share on his 2 (two) full brothers, namely Kamal Kanta Sadhukhan and Jagabandhu Sadhukhan and his 2 (two) full sisters, namely (Smt.) Banamala Sadhukhan and (Smt.) Subarna Sadhukhan:

Certified to be true copy
attested by the Notary

J. S. S.

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TAPAN DAS, NOTARY
REGD. NO. 483/94

12 APR 2007

5.1.7 **Terms of Settlement:** In accordance with a Terms of Settlement filed by all the parties to the Partition Suit, a preliminary decree dated 8th February, 1974 was passed by the Hon'ble High Court declaring inter alia that (1) Kamal Kanta Sadhukhan has 31.25% (thirty one point two five percent) share or interest inter alia in the Said Property, (2) Jagabandhu Sadhukhan (the Vendor No. 3.1 herein) has 31.25% (thirty one point two five percent) share or interest inter alia in the Said Property, (3) (Smt.) Banamala Sadhukhan (the Vendor No.3.6 herein) has 6.25% (six point two five percent) share or interest inter alia in the Said Property, (4) (Smt.) Subarna Sadhukhan has 6.25% (six point two five percent) share or interest inter alia in the Said Property and (5) Chandra Sekhar Sadhukhan has 25% (twenty five percent) share or interest inter alia in the Said Property.

5.1.8 **Demise of Kamal Kanta Sadhukhan:** Kamal Kanta Sadhukhan, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 26th June, 1994, leaving behind him surviving his wife (Smt.) Sandhya Sadhukhan (the Vendor No. 3.2 herein), his son Ranjan Kumar Sadhukhan (the Vendor No. 3.3 herein) and two daughters, namely Rita Sadhu (the Vendor No. 3.4 herein) and Mita Sadhukhan (the Vendor No. 3.5 herein), who thus jointly and in equal shares became the owners of the 31.25% (thirty one point two five percent) share or interest in the Said Property belonging to Late Kamal Kanta Sadhukhan.

5.1.9 **Current Status of Vendors' Ownership:** In the circumstances, the Vendors are collectively the joint owners of the Said Share In Said Property and all usufructs thereof, being an undivided 68.75% (sixty eight point seven five percent) share in the Said Property and all usufructs thereof, the respective share or interest of the Vendors being as follows:

(a)	Jagabandhu Sadhukhan	31.2500% (thirty one point two five percent)
(b)	Sandhya Sadhukhan	7.8125% (seven point eight one two five percent)
(c)	Ranjan Kumar Sadhukhan	7.8125% (seven point eight one two five percent)
(d)	Rita Sadhu	7.8125% (seven point eight one two five percent)
(e)	Mita Sadhukhan	7.8125% (seven point eight one two five percent)
(f)	Banamala Sadhukhan	6.2500% (six point two five percent)

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:

5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition or requisition of the Said Share In Said Property and declare that the Said Share In Said Property is not affected by any scheme of any Authority, Government or Statutory Body.

5.2.2 **No Excess Land:** The Vendors do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Share In Said Property or any part thereof can or may be impeached, encumbered or affected in title.

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true copy of the original

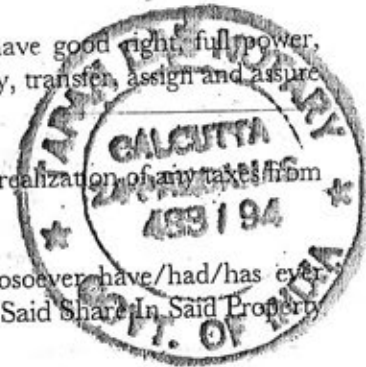
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12 APR 2007

TAPAN DAS, NOTARY
REGD. NO. 483/94

- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share In Said Property to the Purchaser.
- 5.2.5 **No Certificate Case:** No Certificate Case is pending for realization of any taxes from the Vendors.
- 5.2.6 **No Right of Preemption:** No person or persons whosoever have/had/has ever claimed any right of preemption over and in respect of the Said Share In Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Share In Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Share In Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions and requisitions whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Share In Said Property is free, clear and marketable **save** that portions of the Said Property are under occupation of monthly tenants and occupants (collectively **Occupants**), the balance portions of the Said Property were under the occupation of the co-sharer of the Vendors, namely Amitava Sadhukhan (whose entire interest and possession in the Said Property has already been acquired by the Purchaser) and there is arrear in payment of municipal rates and taxes (collectively **Arrear Taxes**).
- 5.2.9 **No Personal Guarantee:** The Said Share In Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Share In Said Property or any part thereof.
- 5.3 **Agreement:** The Parties have discussed and it has been agreed that the Purchaser shall purchase the entirety of the Said Share In Said Property and all usufructs thereof and the Vendors shall sell the same to the Purchaser free from all encumbrances save and except that such sale shall be subject to the rights of the Occupants and the pendency of the Arrear Taxes.
- 5.4 **Transfer of Title:** The Vendors are now executing this conveyance to complete the transfer of title of the Said Share In Said Property and all usufructs thereof in favour of the Purchaser.
6. **Transfer:**
- 6.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Share In Said Property described in the **Schedule** below and all usufructs thereof, being an undivided 68.75% (sixty eight point seven five percent) share in land



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12 APR 2007

Certified to be true and correct
copies of the sameRAPAN DAS, REGISTRAR
REGD. NO. 4B3/94

measuring 4 (four) bigha and 3 (three) cottah, more or less ~~together with~~ the houses and structures erect thereon, situate, lying at and being Municipal Premises No. 162, Shri Arabinda Sarani (formerly Premises No. 73/6, Grey Street, Police Station Burtalla, Kolkata-700006, demarcated in colour **Red** on the **Plan** attached

- 6.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.1,11,84,300/- (Rupees one crore eleven lac eighty four thousand and three hundred) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge. The said Consideration has been received and shared by the Vendors as follows:

(a)	Jagabandhu Sadhukhan	Rs.49,34,250.00 (Rupees forty nine lac thirty four thousand two hundred and fifty)
(b)	Sandhya Sadhukhan	Rs.12,33,562.50 (Rupees twelve lac thirty three thousand five hundred sixty two and paisa fifty)
(c)	Ranjan Kumar Sadhukhan	Rs.12,33,562.50 (Rupees twelve lac thirty three thousand five hundred sixty two and paisa fifty)
(d)	Rita Sadhu	Rs.12,33,562.50 (Rupees twelve lac thirty three thousand five hundred and sixty two and paisa fifty)
(e)	Mita Sadhukhan	Rs.12,33,562.50 (Rupees twelve lac thirty three thousand five hundred sixty two and paisa fifty)
(f)	Banamala Sadhukhan	Rs.13,15,800.00 (Rupees thirteen lac fifteen thousand and eight hundred)

7. Terms of Transfer:

7.1 **Salient Terms:** The transfer being effected by this Conveyance is:

7.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

7.1.2 **Absolute:** absolute, irreversible and perpetual.

7.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions and requisitions whatsoever or howsoever.

7.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Share In Said Property and all other appurtenances including but not limited to customary and other right of easements for beneficial use of the Said Share In Said Property and all usufructs thereof such as share of rents and deposits collected from the Said Property by the Receiver in the Partition Suit.

7.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

7.2.1 **Indemnification:** indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or

Certified to be true copy
attested by Ld. [Signature]

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TAPAN DAS, NOTARY
REGD. NO. 453/94

12 APR 2007

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untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify.

- 7.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 7.3 **Delivery of Possession:** Notional and constructive possession of all parts and portions of the Said Property have been handed over by the Vendors to the Purchaser.
- 7.4 **Outgoings:** The Arrear Taxes shall be borne and paid by the Purchaser with regard to which the Purchaser hereby indemnifies and agrees to keep the Vendors fully and comprehensively saved, harmless and indemnified.
- 7.5 **Holding Possession:** The Vendors hereby covenant 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 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 eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 7.6 **No Objection to Mutation:** The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records. The Vendors undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Share In Said Property in the name of the Purchaser and in this regard the Vendors shall sign all documents and papers as required by the Purchaser.
- 7.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or the Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the Purchaser's title to the Said Share In Said Property.

Schedule
(Said Share In Said Property)

The undivided 68.75% (sixty eight point seven five percent) share in land measuring 4 (four) bigha and 3 (three) cottah, more or less **together with** the houses and structures erect thereon, situate, lying at and being Municipal Premises No.162, Shri Arabinda Sarani (formerly Premises No. 73/6, Grey Street), Police Station Burtalla, Kolkata-700006, Registration District Kolkata, within Ward No. 11 of the Kolkata Municipal Corporation, demarcated in colour **Red** on the **Plan** attached and butted and bounded as follows:

- On the North** : By Municipal Road known as Shri Arabinda Sarani
- On the East** : Partly by Premises No. 164, Shri Arabinda Sarani, partly by Premises No. 156/2, Acharya Prafulla Chandra Road and partly by Hari Saha Market

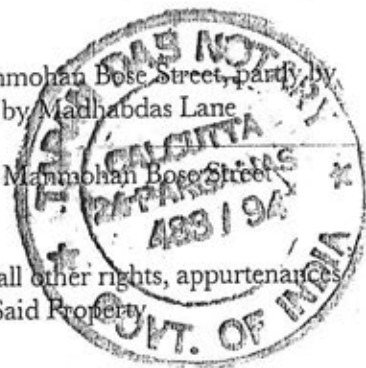
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JAPAN DAS, NOTARY
REGD. NO. 483/94

On the South : Partly by Premises No. 7, Manmohan Bose Street, partly by Bhalukpara Bustee and partly by Madhabdas Lane

On the West : By Municipal Road known as Manmohan Bose Street

Together with all usufructs and all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share In Said Property



8. Execution and Delivery:

8.1 **In Witness Whereof** the Vendors have executed and delivered this Conveyance on the date mentioned above.

Jagabandhu Sadhukhan
Jagabandhu Sadhukhan

Sandhya Sadhukhan
Sandhya Sadhukhan

Ranjan Kumar Sadhukhan
Ranjan Kumar Sadhukhan

Rita Sadhu
Rita Sadhu

Mita Sadhukhan
Mita Sadhukhan

[Vendors]

Banamala Sadhukhan
Banamala Sadhukhan

Read over and explained by me
Smt. ~~San~~ Banamala Sadhukhan

Witnesses:

Signature [Signature]
Name AVIK SAHA

Father's Name LATE K.K. SAHA

Address 7C KS ROY ROAD

KOLKATA - 700001

Signature [Signature]
Name Ginbal Chandra Das

Father's Name Late S.K. Das

Address 6, Old Post Office St
Calcutta - 700001

Certified to be
attested by, Ld.

VAPAN DAS, NOTARY
REGD. NO. 483/94

12 APR 2001

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.1,14,84,300/- (Rupees one crore eleven lac eighty four thousand and three hundred) towards full and final payment of the consideration for sale of the Said Share in Said Property described in the Schedule above, in the following manner:

P.O.No.	Date	Bank	Amount (Rs.)	Favouring
728061	15.01.2007	Bank of India	49,34,250.00	Jagabandhu Sadhukhan
728069	15.01.2007	Bank of India	12,33,562.50	Sandhya Sadhukhan
728111	15.01.2007	Bank of India	12,33,562.50	Ranjan Kumar Sadhukhan
728088	15.01.2007	Bank of India	12,33,562.50	Rita Sadhu
728081	15.01.2007	Bank of India	12,33,562.50	Mita Sadhukhan
728054	15.01.2007	Bank of India	13,15,800.00	Banamala Sadhukhan

Jagabandhu Sadhukhan
Jagabandhu Sadhukhan

Sandhya Sadhukhan.
Sandhya Sadhukhan

Ranjan Kumar Sadhukhan
Ranjan Kumar Sadhukhan

Rita Sadhu.
Rita Sadhu

Mita Sadhukhan
Mita Sadhukhan

Banamala Sadhukhan
Banamala Sadhukhan

[Vendors]

Read over and explained by me
to Smt. Banamala Sadhukhan

Witnesses:

Signature [Signature]
Name AVIK SAHA

Signature [Signature]
Name Girleli Choudhary Debn

Certified to be true copy
attested on 15/01/07

TIPAN DAS, NOTARY
REGD. NO. 483194

**BOUNDARY PLAN OF PREMISES NO.
162, ARABINDA SARANI, KOLKATA
AREA OF LAND - 4B - 3K-0CH -0SFT**

ARABINDA SARANI



MANMOHON BOSE STREET

PASSAGE

164 ARABINDA SARANI /
156/2 A. P. C. ROAD /
HARI SAHA MARKET

J.S

S.S.

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Certified to be true copy
attested by J.C. Das etc

TAPAN DAS, NOTARY
REGD. NO. 483/94

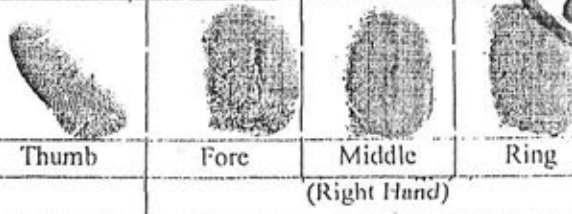
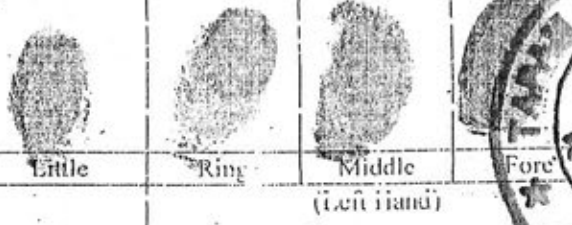
12 APR 2007

7 MANMOHON BOSE STREET / BHALUK PARA BASTI /
MADHAV DAS LANE

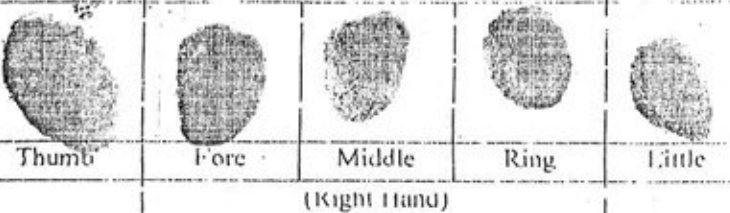
SPECIMEN FORM FOR TEN FINGERPRINTS



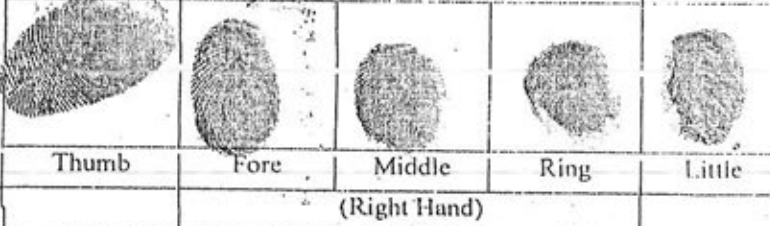
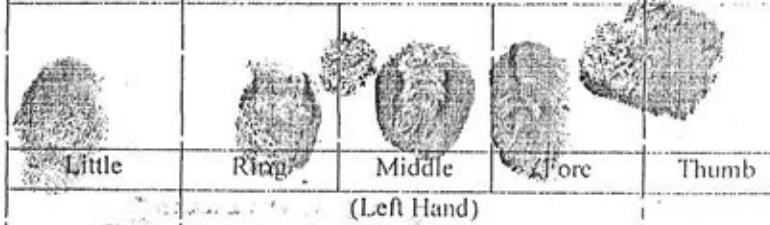
Togelbandhu Sathukhan



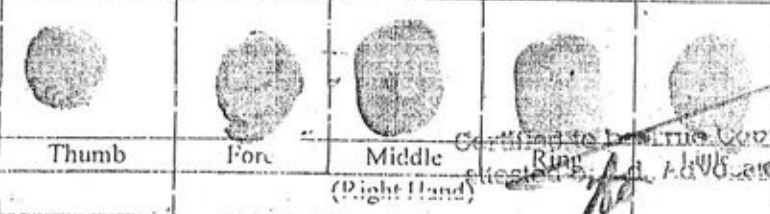
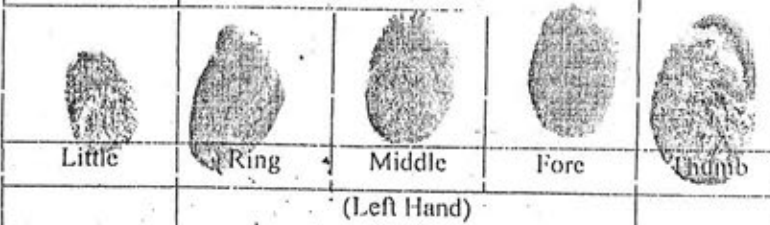
Sandhya Sathukhan



Ranjan Kumar Saha



Rita Saha



12 APR 2007



TAPAN DAS, NOTARY
 CALCUTTA, 24 PARGANAS
 APR 19 2007

SPECIMEN FORM FOR TEN FINGERPRINTS



Mrs. Sandhya Chatterjee

বন্দনচন্দ্র চট্টোপাধ্যায়

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

Certified to be true
 attested by

TAPAN DAS, INK
 REGD. NO 483/94

2 APR 2007

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Dated 19th day of JANUARY, 2007

Between

Jagabandhu Sadhukhan & Ors.
... Vendors

And

Ideal Unique Realtors Private Limited
... Purchaser

11/4/07

CONVEYANCE

68.75% Share in
Premises No.162, Shri Arabinda Sarani
Kolkata-700006

Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

COMPANIES AND FIRM
TO BE CORRECT
RUCHU GOPAL MANDAL
ADVOCATE

Certified to be true Copy
attested & signed by Advocate

13
2 APR 2007

TAPAN DAS, NOTA V
REGD. NO. 483/94