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**ক. 100** 



Rs. 100

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ONE **HUNDRED RUPEES** 

# भारत INDIA INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

U 630497

2 5 MAR 2015

## **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE MADE ON THIS 2416 DAY OF March. TWO THOUSAND AND FIFTEEN (2015)

193543.

A. K. Chowdhary & Co.

NAME 10, Old Post Office Street ADD. Room No. 21. 1st Floor, Kol-1

Rs.....

2 A MAR 2015

SURANJAN MUKHERJEE

Licensed Stainp Vendor

C. C. Court... 2 & 3, K. S. Phu Road, Kol-1

Brinay Chandra The



2 4 MAR 2015 2 4 MAR 2015

SHIVGANAGA NIWAS PVT. LTD.

Binay chamdra The iluthosized Rapresented



1901

MANGALAM EDUCATIONAL SOCIETY



District Sub-Registrar Howrah

2 4 MAR 2015

Augustine Tirkey S/o Inte Toseph Tirky Khaidharpara, P.S. tagachta. N. Balitiskuri, Howarah - 13

Asst Teacher.

#### **BETWEEN**

MANGALAM EDUCATIONAL SOCIETY (PAN AAAAM5064H), a registered Society under Registrar of Firms, West Bengal, Societies and non trading Corporation, under West Bengal Society Registration Act 1961, having its registered office at 14, Watkins Lane, Howrah-711 101, Police Station- Golabari, represented by its President MR. PAUL MANAGALAM (PAN ADVPM7879B) son of Late K. Mangalam, hereinafter called and referred to as the VENDOR (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its legal representatives, successors-in-Office, executors, administrators and assigns) of the FIRST PART.

#### AND

SHIVGANGA NIWAS PVT LTD ( PAN AAMCS7933B) a Company within the meaning of Companies Act, 1956, having its registered office at 20/2, Salkia School Road, Salkia, Police Station-Golabari, Howrah-711106, represented by its authorized represented Binay Chandra Jha (PAN AEDPJ2382M) son of Late Bodh Narayan Jha hereinafter called and referred to as the PURCHASER (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-Office, executors, administrators and assigns) of the SECOND PART.

WHEREAS all that piece and parcel of land having Mokrari Mourashi interest in the same reputed to be 2 (two) Bighas, 16 (sixteen) Cottahs which is recorded in the records of Howrah Municipal Corporation as be 2 (two) Bighas, 15 (fifteen) Cottahs 00 (zero) Chittacks and 10 (ten) Sq. ft. but as per physical measurement the same is 2 (two) Bighas, 16 (sixteen) Cottahs, 00 (zero) Chittack and 0 (zero) Sq. ft. fully covered under boundary walls together with number of pucca structures standing thereon with all easements appurtenant thereto and easements over and underneath the 17 feet wide North side passage (presently 8.1 meter wide common passage including drain) situate at no. 436, Grand Trunk Road (North), in Howrah Municipal Corporation, Ward no. 16, District- Howrah, Police Station Golabari and comprised within C. S. Dag no. 84, 84/141, 84/142 and 83, 102 appertaining to Khatian no. 29, Sheet no. 39, Mouza & P. S. Golabari, which has specifically been described in the FIRST SCHEDULE hereinafter mentioned and for the sake of brevity hereinafter referred to as the "TOTAL PROPERTY".

AND WHEREAS one Ishan Chandra Bose was inducted as Dakhaldar Basat Praja by then Zaminders Sailendra Nath Mitra, Birendra Nath Mitra, Harendra Nath Mitra and Monindra Nath Mitra of Khurut Road, Howrah in respect of the said property situated at 436, Grand Trunk Road (North) and accordingly the said Ishan Chandra Bose used to

### PLAN FOR THE PLOT AT PREMISES NO-436 GRAND TRUNK ROAD, H.M.C WARD NO-16.BROUGH-III.SHEET NO-46,J.L NO-01

UNDER R.S DAG NO-98,99,100,101,102,103,104,105,106,107,108,109,110, 111,114/206,107/201,CORRESPONDING L.R DAG NO-90,91,93,94,95,96,97, 98, 101,102,103,104,105,106,114/206,107/201.R.S KHATIAN NO-28, CORRESPONDING TO L.R KHATIAN NO-17. MOUZA & P.S -GOLABARI, DIST-HOWRAH.

NAME OF VENDOR- MANGALAM EDUCATIONAL SOCIETY.

NAME OF PURCHASER-SHIVGANGANIWAS PVT,LTD.

AREA OF LAND- 07 KA. 00 CH. 00 SQFT. HOLDING NO-432 46457 (152-05") HOLDING NO-433 HOLDING NO-435 H.M.C PASSAGE 70612 (231'-08") P.W.D LAND GRAND TRUNK ROAD HARI MOHAN BOSE LANE TO WARDS SALKIA MANGALAM EDUCATIONAL SOCIET TO WARDS HOWRAH MOIDAN PRESIDENT Binaychandra Thy Authorized Represented SIGNATURE OF PURCHASER



District Sub-Registrar Howrah

2 4 MAR 2015

## SPECIMEN FORM FOR TEN FINGER PRINTS

		LITTLE FINGER	RING FINGER	MIDDLE	FINGER	Fore f	INGER	Тн. ив
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	HAND	in the second		·				
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		LITTLE FINGER	RING FINGER	Minnie	Finces	Fore	FINGER	
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## Govt. of West Bengal Directorate of Registration & Stamp Revenue

e-Challan

:RN أخ

19-201415-002175247-1

Payment Mode

Online Payment

GRN Date: 24/03/2015 15:18:38

Bank:

State Bank of India

BRN:

IK73989000

BRN Date: 24/03/2015 15:35:48

DEPOSITOR'S DETAILS

Id No.: 0501L000006664/4/2015

[Query No./Query Year]

Name:

ANIL KUAMR CHOWDHARY

Contact No.:

03322430723

Mobile No.:

+91 9831089412

E-mail:

akcco@vsnl.net

Address:

10 OLD POST OFFICE STREET KOLKATA 700001

Applicant Name: Office Name:

Shivganga Niwas P Ltd D.S.R. HOWRAH, Howrah

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks :-

Requisition Form Filled in Registration Office

#### PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description		Head of A/C	Amount[ ₹]
1	0501L000006664/4/2015	Property Registration- Stamp dub	y .	0030-02-103-003-02	922707
2	<b>0501</b> L000006664/4/2015	Property Registration- Registration Fees	n .	0030-03-104-001-16	833797 131071
			T		

Total

964868

In Words:

Rupees Nine Eakh Sixty Four Thousand Eight Hundred Sixty Eight only



The Banker to Every Indian

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L	-Rec	eı	Dt

## Government of WESTBENGAL Finance Department

Name of the Depositor	Shivganga Niwas P Ltd	
Challan Amount	964868.00	
Government Reference Number	192014150021752471	
Bank Reference Number	IK73989000	
Transaction Date and Time	24-Mar-2015 03:35:37 PM	
Status	Success	



### Government Of West Bengal

## Office Of the D.S.R. HOWRAH District:-Howrah

Endorsement For Deed Number: I - 02877 of 2015 (Serial No. 03207 of 2015 and Query No. 0501L000006664 of 2015)

#### On 24/03/2015

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

Presented for registration at 18.20 hrs on :24/03/2015, at the Private residence by Mr. Binay Chandra Jha ,Claimant.

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

Execution is admitted on 24/03/2015 by

Mr. Paul Mangalam
 President, Mangalam Educational Society, 14, Watkins Lane, Thana:-Golabari, District:-Howrah, WEST
 BENGAL, India, Pin:-711101.
 , By Profession: Business

0 M D' 01 - - - - - 11--

Mr. Binay Chandra Jha
 Authorised Representative, Shivganga Niwas Pvt. Ltd., Salkia, 20/2, Salkia School Road, ,
 Thana:-Golabari, District:-Howrah, WEST BENGAL, India, Pin:-711106.
 By Profession: Business

Identified By Augustine Tirkey, son of Late Joseph Tirkey, Khaldharpara, Balitikuri, Thana:-JAGACHHA, District:-Howrah, WEST BENGAL, India, By Caste: Christian, By Profession: Others.

( Satiprasad Bandopadhyay ) DISTRICT SUB-REGISTRAR OF HOWRAH

#### On 25/03/2015

### 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.

# Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 1,31,071/- paid online on 24/03/2015 3:35PM with Govt. Ref. No. 192014150021752471 on 24/03/2015 3:18PM, Bank: State Bank of India, Bank Ref. No. IK73989000 on 24/03/2015 3:35PM, Head of Account: 0030-03-104-001-16, Query No:0501L000006664/2015

#### 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.-1,19,12,667/-

Certified that the required stamp duty of this document is Rs.- 833897 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

( Satiprasad Bandopadhyay )
DISTRICT SUB-REGISTRAR OF HOWRAH

EndorsementPage 11012

25/03/2015 18:11:00



### **Government Of West Bengal**

Office Of the D.S.R. HOWRAH District:-Howrah

Endorsement For Deed Number : I - 02877 of 2015 (Serial No. 03207 of 2015 and Query No. 0501L000006664 of 2015)

Stamp duty Rs. 8,33,797/- paid online on 24/03/2015 3:35PM with Govt. Ref. No. 192014150021752471 on 24/03/2015 3:18PM, Bank: State Bank of India, Bank Ref. No. IK73989000 on 24/03/2015 3:35PM, Head of Account: 0030-02-103-003-02, Query No:0501L000006664/2015

( Satiprasad Bandopadhyay )
DISTRICT SUB-REGISTRAR OF HOWRAH



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( Satiprasad Bandopadhyay )
DISTRICT SUB-REGISTRAR OF HOWRAH

25/03/2015 18:11:00 EndorsementPage 2 of 2

possess the said plot of land by exercising various parts of possession, adversely, openly for more than long statutory period and used bgfto pay ground rents to the Serestha of the then Zamindars and enjoyed all rent profits and usufructs peacefully without any interruption interference, objection and obstruction from any corner whatsoever.

AND WHEREASsaid Ishan Chandra Bose, died on 18<sup>th</sup> May, 1927 leaving behind him his second wife Smt. Giribala Dassi (His first wife Noroda Sundari Dassi predeceased her husband) and three sons by his second wife viz. Probodh Kumar Bose, Anil Kumar Bose, Sudhir Kumar Bose and accordingly their sons and their mother inherited said property each having equal one fourth share in the same and for mother one fourth share was reserved as her life interest in both the above noted holdings.

AND WHEREAS said Probodh Kumar Bose, died on 16<sup>th</sup> January, 1944 leaving behind his wife, Smt. Sailabala and one son Sri Arun Kumar Bose and thereafter said Sailabala died on 18<sup>th</sup> March 1947 leaving behind her the only son the said Arun Kumar Bose and thus Arun Kumar Bose inherited one fourth share of Probodh Kumar Bose and accordingly he used to process those properties along with other co-shares.

AND WHEREAS for inconvenience in joint possession and for separation of life interest of the said Giribala Dassi (wife of Ishan Chandra Bose) and the parties above named by virtue of a registered Deed of Partition executed and registered on 23<sup>rd</sup> July, 1927 in the office of the Joint Sub Registrar of Assurance at Howrah vide Book no. I, Volume no. 21, Pages- 86-90, Being no. 1558 for the year 1927 A. D. got the aforesaid two properties partitioned by meets and bound and as per the said Deed of Partition the said Anil Kumar Bose, Sudhir Kumar Bose and Arun Kumar Bose were jointly and exclusively allotted the Howrah Municipal Corporation Holding no. 436, Grand Trunk Road (North), Ward no. 4, District- Howrah, Police Station Golabari as their twelve annas share and accordingly they used to possess the said property as described in the schedule hereunder jointly in exclusion to the said portion of their mother Giribala Dasi.

AND WHEREAS while so in joint possession the aforesaid three co-sharers Anil Kumar Bose. Sudhir Kumar Bose and Arun Kumar by virtue of a registered Deed of Sale executed and registered on 1<sup>st</sup> October, 1948 vide Book no. I, Volume no. 106, Pages from 58-65, Being no. 3746 for the year 1948 on the office of the Registrar of Calcutta sold the property described in the schedule hereunder jointly unto in favour of Jethmull Bhansali and Jesraj Bhansali all sons of Late Partabmull Bhansali Bhikhan Chand Bhansali son of Sri Govind Ram Bhansali and Bhanwarlal Bhansali, son of Late Hiralal Bhansali and Askaran Bhansali and Sugam Chand Bhansali of 118/119, Khengraputty Street, Calcutta and delivered exclusive possession thereof in favour of the said purchasers and after the said purchase the said purchasers have mutated their names in the records of the then Howrah Municipality and in the Settlement department and used

to possess the said plot of land and excercised all acts and over acts over the same and enjoyed all acts and over acts the same and enjoyed all rents, profits and usufructs there from for more than long statutory period and paid ground rents to the seristha of the then Zamindars and taxes to the then Howrah Municipality peacefully, openly, adversely without any interruption, interference, objection and obstructions from any corner whatsoever.

**AND WHEREAS** said Jethmal Bhansali died on 21<sup>st</sup> June, 1982, leaving behind him three sons viz. Birdhi Chand Bhansali, Manik Chand Bhansali, Shrichand Bhansali and one daughter Kanchan Devi Bhandani and his heirs and legal representatives who jointly inherited the one- sixth share in the said property each having one-Twenty Fourth share.

AND WHEREAS said Askaran Bhansali died on 20<sup>th</sup> December, 1961 leaving behind him his mother Dhanni Devi Bhansali, his wife Kani Devi Bhansali, two sons viz. Motilal Bhansali, Jiwraj Bhansali (minor) and five daughters namely Ratani Devi Nahata, Hulasi Devi Patawari, Jiwani Devi Pugalia, Pukhraj Devi Daga and Chandarkali Bhansali (minor), who inherited jointly the one sixth share in the said property i.e. each having 1/54<sup>th</sup> share out of which excepting Jiwaraj and Chandarkala all other sisters, his wife and mother released their shares, right, title, interest and possession interests in the said property in favour of Motilal Bhansali by a registered Deed of Release dated 30<sup>th</sup> March, 1962 and as such Motilal Bhansali inherited 7/54<sup>th</sup> share, Jiwraj inherited 1/54<sup>th</sup> share and Chandarkala Bhansali now Giria inherited 1/54<sup>th</sup> share in the said property.

AND WHEREAS said Sugan Chand Bhansali died on 8<sup>th</sup> August, 1972 leaving behind him two sons viz. Hanumanmall Bhansali, Chunilal Bhansali and one daughter Suraj Devi Chopra who have jointly inherited one sixth share in the said property each having an equal 1/18<sup>th</sup> share.

AND WHEREAS the said Jesraj Bhansali died on 9<sup>th</sup> November, 1984 leaving behind him his wife Kalkatti Devi, Two sons Rawatmal and Dharam Prakash and five daughters viz. Kesar Devi Pugalia, Kiran Devi Bothra, Sujani Devi Pagaria, Sampat Devi Sekhani and Sukhraj Devi Bothra out of which widow and all daughters, by two separate registered Deed of Release execute on 14<sup>th</sup> May, 1986 and 7<sup>th</sup> June, 1986 released their right, title, interest and possession in favour of Rawatmal Bhansali and Dharam Prakash Bhansali thereby the said two brothers jointly inherited one Sixth share each having one twelveth share in the same by this Rawatmal Bhansali died on 20<sup>th</sup> November, 2003, leaving behind him his wife Sajjan Bhansali and only one Dhiraj Kumar Bhansali as such Dharam Prakash Bhansali inherited 1/12<sup>th</sup> share and Sajjan Bhansali and Dhiraj Kumari Bhansali inherited 1/24<sup>th</sup> share each.

**AND WHEREAS** said Bhikam Chand Bhansali died intestate on 4<sup>th</sup> April, 2002 authorizing behind him his four sons viz. Mohanlal Bhansali, Bimal Singh Bhansali and Raj Kumar Bhansali and Kamal Singh Bhansali 1/24<sup>th</sup> share each in the said property.

AND WHEREAS said Bhanwarlal Bhansali died on 16<sup>th</sup> December, 1996 leaving behind him his one son Vikram Bhansali and four daughters viz Gulab Devi Bothra, Pushpalata HY. Tantia, Saroj Baid and Anju Sethia and as during lifetime the said Bhanwarlal Bhansali expressed his desire to give ½ share in the said property to his brother Kundanmal Bhansali as such Kundanmal Bhansali inherited 1/12<sup>th</sup> share and his son and four daughters inherited 1/60<sup>th</sup> share in the said property.

**AND WHEREAS** after the death of Jethmal, Askaran, Sugan Chand, Jesraj, Bhikham Chand and Bhanwarlal the heirs above named have jointly inherited the said property as per their respective shares mentioned above and accordingly they used to possess the said property and enjoyed all the rents, profits and usufructs therefrom.

AND WHEREAS the Predecessor- Vendors (hereinafter referred to as BRIDHI CHAND BHANSALI & 22 others ) where seized and possessed of or otherwise well and sufficiently entitled to ALL THAT property no. 436, Grand Trunk Road (North), Howrah-711101, having their respective ownership share therein as more fully described in the schedule as follows:

Name of the Owner	Share of the Owner
BRIDHI CHAND BHANSALI	1/24 <sup>th</sup> share
MANICK CHAND BHANSALI	1/24 <sup>th</sup> share
SHRICHAND BHANSALI	1/24 <sup>th</sup> share
KANCHAN DEVI BHADANI	1/24 <sup>th</sup> share
MOTILAL BHANSALI	7/54 <sup>th</sup> share
JIWRAJ BHANSALI	1/54 <sup>th</sup> share
CHANDARKALA GIRIA	1/54 <sup>th</sup> share
HANUMANMALL BHANSALI	1/18 <sup>th</sup> share
CHINNILAL BHANSALI	1/18 <sup>th</sup> share
SURAJ DEVI CHOPRA	1/18 <sup>th</sup> share
DHARAM PARKASH BHANSALI	1/12 <sup>th</sup> share

DHIRAJ KUMAR BHANSALI	1/24 <sup>th</sup> share
SAJJAN BHANSALI	1/24 <sup>th</sup> share
MOHANLAL BHANSALI	1/24 <sup>th</sup> share
KAMAL SINGH BHANSALI	1/24 <sup>th</sup> share
BIMAL SINGH BHANSALI	1/24 <sup>th</sup> share
RAJ KUMAR BHANSALI	1/24 <sup>th</sup> share
KUNDANMAL BHANSALI	1/12 <sup>th</sup> share
VIKRAM KUMAR BHANSALI	1/60 <sup>th</sup> share
GULAB DEVI BOTHRA	1/60 <sup>th</sup> share
PUSHPALATA H. TANTIA	, 1/60 <sup>th</sup> share
SAROJ BAID	1/60 <sup>th</sup> share
ANJU SETHIA	1/60 <sup>th</sup> share

AND WHEREAS disputes and differences had arisen in between the parties i.e. the Predecessor-Vendors interest, about the family business, commonly known as Partabmull Gobindram including their individual joint property situated at 436, Grand Trunk Road (North), Howrah-711101.

AND WHEREAS the above mentioned Bridhi Chand Bhansali and their predecessor-in-interest to solve the disputes among themselves filed a suit, being Special Suit no. 41 of 1972 in the Hon'ble High Court at Calcutta to arbitrate the disputes through arbitration as being provided in the Deed of Arbitration as being provided in the Deed of Partnership dated 26<sup>th</sup> December, 1961 (Jesraj Bhansali & ors. – vs- Bhanwarlal Bhansali & ors.) and subsequently the another proceeding had also been initiated therein by moving an application being G. A. no. 384 of 2007.

AND WHEREAS in proceedings of the said Suit no. 41 of 1972 Mr. L. C. Bihani and Mr. D. S. Mullick, both the Learned Advocates were appointed as Joint Receivers by the Hon'ble High Court, Calcutta in respect of Partnership Firm M/s. Partabmull Gobindram of 117/119 Pt. Purushottam Roy Street, Kolkata- 700 007 as also upon the properties under occupation of the said Partnership firm being the said property having Premises no. 436. Grand Trunk Road (North), Howrah- 711 101.

**AND WHEREAS** the disputes among the parties in respect of the business as well as the immovable properties stand in the same of the persons as owners as reflected in the respect Deed of Conveyances have amicably been resolved and come to a Settlement,

Accordingly, a compromise or Settlement Petition was filed by and on behalf of all the parties concerned in the said proceedings before the Hon'ble High Court at Calcutta and upon consideration thereof the Hon'ble High Court has been pleased to pass a consent decree disposing of the said suit and the application on 5<sup>th</sup> September 2007. The said decree was acted upon by all the parties concerned and the said decree was also drawn up and completed in accordance with law pursuant to an order dated 11<sup>th</sup> April. 2014 passed by the Hon'ble Calcutta High Court in G.A. No.949 of 2014 connected with Special Suit No.41 of 1972

AND WHEREAS in compliance of the said Order of the Hon'ble Court the Learned Joint Receivers convened and held two meetings on 3<sup>rd</sup> October 2007 and 12<sup>th</sup> October 2007 and aftre considering the offers received by them for sale of the said property treating the same total 56 (fifty six) Cottahs as consolidated area and found that the proposal or offer of one M/s. Bajrangbali Builders to be the highest.

AND WHEREAS all the parties present in the said meetings accepted the said offer of the said M/s. Bajrangbali Builders and accordingly the Learned Joint Receiver confirmed the said offer of M/s. Bajrangbali Builders and the part payment of the said consideration value was made.

**AND WHEREAS** later on the said M/s. Bajrangbali Builders, the intending buyers, intimated to the Joint Receivers representing to the Vendors hereof that the Deed of Sale for the said property is to be executed in favour of its nominee Mangalam Education Society being purchaser thereof and the vendor herein.

AND WHEREAS ultimately To The Satisfaction Of All Parties concerned the said Bridhi Chand Bhansali and 22 Others by executing a Registered Deed of Conveyance dated 4<sup>th</sup> December, 2007 sold, conveyed and transferred ALL THAT brick built messuages tenements or dwellings house and building together with the piece and parcel of land whereof the same is erected and built and open land and tank and temple measuring as per Deeds of Conveyance 2 (two) bighas, 16 (sixteen) Cottahs a little more or less situated at the said Municipal Premises no. 436, Grand Trunk Road (North), Howrah-711 101 comprised in Municipal Holding no. 436, Grand Trunk Road (North), P. S. Golabari, comprised within R.S. Dag No.98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201, (inadvertently recorded as Dag no. 84, 84/141, 84/142 and 83, 102) appertaining to R S Khatian No 28 (inadvertently recorded as R. S. Khatian no. 29), Mouza and P. S. Golabari, Parganas- Paikan, J. L. no. 1, Revenue Survey no. 1989, Touzi no. 811, Additional District Sub-Registration Office Howrah, within the limits of Howrah Municipal Corporation in the District of Howrah being the TOTAL PROPERTY to MANGALAM EDUCATIONAL SOCIETY the Vendor herein and the said Deed was registered at the Office of the A. D. S. R. at Howrah and the same

was recorded in the Book no. I. C D Volume no. 4, Pages- 1824-1854, Being no 04342 for the year 2007.

AND WHEREAS the Vendor herein duly executed a Deed of Declaration dated 3<sup>rd</sup> April, 2014 confirming the schedule of the land held owned and possessed by the Vendor being R.S. Dag No.98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 appertaining to R S Khatian No 28, Sheet No.46 and R.S.Dag No. 84, 84/141, 84/142, 83, 102, under R.S. Khatian No. 29, Sheet No. 39 within HMC Holding no. 436 G.T.Road (North), Mouza and Police Station - Golabari, District-Howrah. The said Deed of Declaration duly registered before the Additional District Sub Registrar, Howrah and recorded in Book No.I, CD Volume No.4, pages 7297 to 7304, being No.02068 for the year 2014.

AND WHEREAS the Ld. Revenue Officer and P.A. authorized under Section 15 of the West Bengal Land Reforms Act, 1955 duly considered the application for mutation made by the Vendor herein and directed the modification of record of rights in the name of the Vendor herein and accordingly update the record of rights by opening a new L.R. Khatian No.17 in the name of the Owner/Vendor herein. Consequent to such direction passed by the Ld. Authority the R.S. Khatian No.28 and 29 subsequently renumbered as 29 stood further renumbered as Khatian No.28 and ultimately fresh L.R. Khatian No.17 was opened in the name of the Owner/Vendor herein. In terms of the said order passed by the Ld. Authority the schedule of land presently held and/or originally owned by the Vendor herein became known and identified as ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 56 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 3200 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 8.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No.98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28. L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within the Howrah Municipal Corporation (more fully described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the **ENTIRE PREMISES**).

**AND WHEREAS** in the manner as stated above the name of the Vendor herein is duly recorded in the Revenue Records and the Vendor herein got its name mutated in the records of Howrah Municipal Corporation.

**AND WHEREAS** by virtue of the above mentioned act, deeds and things **MANGALAM EDUCATIONAL SOCIETY** the Vendor herein, became the absolute owner, right, title, and possession holder of the **TOTAL PROPERTY**.

AND WHEREAS the Vendor has already applied for sanction of a Building Plan with the Howrah Municipal Corporation for raising constructions over the said land which is pending sanction by the Howrah Municipal Corporation.

AND WHEREAS by a Duly executed deed of Conveyance dated 5<sup>th</sup> April 2013 registered before the District Sub Registrar of Howrah registered in Book No I CD Volume No 12 pages 525 to 548 being No 03604 for the year 2013 the Vendor sold transferred and conveyed unto and in favour of one Anand Industries Private Limited ALL THAT undivided Land measuring more or less 7 Cottahs and pursuant to the said Deed of Conveyance the said Purchaser herein became entitled to the partial benefit of the Plan.

AND WHEREAS by a Duly executed deed of Conveyance dated 5<sup>th</sup> April 2013 registered before the District Sub Registrar of Howrah registered in Book No I CD Volume No 12 pages 549 to 572 being No 03602 for the year 2013 the Vendor sold transferred and conveyed unto and in favour of one CLS Limited ALL THAT undivided Land measuring more or less 7 Cottahs and pursuant to the said Deed of Conveyance and the said Purchaser became entitled to the partial benefit of the Plan.

AND WHEREAS in the manner as recited above the Vendor is now the absolute owner of ALL THAT the piece and parcel of ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 42 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 3200 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 8.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206. 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office and District Sub-Regi

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Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No 16, of the Howrah Municipal Corporation.

AND WHEREAS the Vendor offered to sell and the purchaser agreed to purchase ALL THAT undivided Land measuring more or less 7 Cottahs out of the FIRST more fully described in the SECOND SCHEDULE written hereunder at and for the consideration of Rs 1,02,00,000/- (Rupees One Crore Two Lakhs) only.

Rs NOW THIS DEED OF CONVEYANCE WITNESSETH in consideration of 1,02,00,000/- (Rupees One Crore Two Lakhs) only well and truly paid to the Vendor by the Purchaser at or before the execution of this Deed of Conveyance (the receipt whereof the Vendor hereby as also by the Memo of Consideration hereunder written admits and acknowledges and on and from the payment of the sum and every part thereof for ever releases discharges and acquits the Purchaser as well as property hereby granted sold, conveyed, transferred, assigned and assured), the Vendor hereby grants, sells, conveys, transfers, assigns and assures absolutely and forever of ALL THAT undivided land measuring more or less 7 Cottahs TOGETHER WITH undivided structure measuring more or less 400 Sq.ft. standing thereon together with the benefit of the Plan now pending sanction with all easements appurtenant thereto and easements over and underneath with as described in the SECOND SCHEDULE forming part of ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 42 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 3200 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 5.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201, corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No16, of the Howrah Municipal Corporation being the FIRST SCHEDULE property hereinafter mentioned with all privileges assessments, appendages and appurtenance whatsoever to the said property belonging or any part thereof usually held, used, occupies, enjoyed or accepted, reputed known as part or parcel or member thereof or appurtenant thereto and the reversion or reversions remainder or remainders, rents issues and profits thereof and all and every part thereof AND ALL the estate right, title, interest uses trust property claim and demand whatsoever both at law or in equity or the Vendor unto upon

the Properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be TO HAVE AND TO HOLD the SAID PROPERTY described in the SECOND SCHEDULE hereunder written with all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely and for ever free from all encumbrances whatsoever. And that the Vendor and all its, executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchaser its executors, administrators and assigns against loss, damages, cost charges and expenses if any suffered by reasons of any defect in the title of the Vendor or any breach of the covenants hereinafter contained. And the Vendor doth hereby covenant with the Purchaser, that notwithstanding any act, deed, matter or thing by the Vendor or predecessor-in-title done executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the SAID PROPERTY and shall also be entitled to the partial benefit of the Plan and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed intended so to be and every part thereof. And that the Vendor have not at any time done or executed knowingly any act, deed, matter or things whereby the SAID PROEPRTY and all other benefits and rights hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be or any part thereof can be or may be impeached, encumbered or affected in title. And that notwithstanding any act deed or things whatsoever done as aforesaid, the Vendor has got marketable right and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all and singular the said property and all other benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents. 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 of them is now free from all claims, demands, encumbrances, liens attachments, lease, lispendens, uses, debuttar or trust made or suffered by the Vendor having lawfully rightfully or suitably claiming any estate or interest therefrom used or in trust for the Vendor. And that the Purchaser shall and may at all times hereafter peaceably and quietly use possess, hold and enjoy the SAID PROPERTY and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and receive the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the Vendor having or lawfully, rightfully or equitably claiming from or in trust for the Vendor. And that freed and cleared and absolutely discharged saved harmless and keep indemnified against all other estate, charges and encumbrances, liens, attachments, lispendens, uses debutters, trust, claims or demands whatsoever created, occasioned or made by the Vendor or its

predecessor-in —title lawfully equitably or rightfully claiming from under or in trust for the Vendor. And further that the Vendor having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for the Vendor or predecessor-in-title 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 or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the SAID PROEPRTY and every part thereof unto and to the use of the Purchaser in the matter aforesaid as shall or may reasonably be required.

# THE VENDOR HEREIN DOTH HEREBY CONVENANT WITH THE PURCHASER HEREIN AS FOLLOWS:

- 1. The interest which the Vendor herein do hereby profess to transfer, subsists and that the Vendor herein have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchaser/s herein the said undivided share and the profits and rights appurtenant thereto together with the benefits, rights and of the Property hereby sold and conveyed.
- 2. It shall be lawful for the Purchaser/s, herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said undivided share rights appurtenant thereto and all benefits, rights, interests hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the Vendor herein or any person or persons claiming through under or in trust for the Vendor herein unless otherwise expressly mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispendenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are express contained herein.
- 3. The Vendor herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser/s herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights appurtenant thereto together with the benefits and properties hereby granted to the Purchaser/s herein and in the manner aforesaid.
- The Vendor herein shall unless prevented by fire or some other irresistible events from time to time and at all times hereafter upon reasonable request and

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the costs of the Purchaser/s herein produce or cause to be produced to the Purchaser/s herein or to their attorneys or agents or at any trial commission examination tribunal board or authority for inspection or otherwise as occasion shall require the original and/or certified copies of the original title deeds of the premises, as per the availability, whatsoever the case may be and also shall at the like request and costs of the Purchaser/s herein deliver to the Purchaser/s herein such attested or other copies or extracts there-from as the Purchaser/s herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

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ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less42 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 3200 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 5.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No16, of the Howrah Municipal Corporation and the same depicted in RED colour border in the plan annexed hereto forming a part of this Deed and butted and bounded by:

ON THE NORTH : By Holding

By Holding No.433, G.T.Road (North;

Passage of Holding No.435, G.T.Road (North)

ON THE EAST

By Holding No.435, G.T.Road (North) and PWD Road;

ON THE SOUTH

By property of Eastern Railway;

ON THE WEST

By Holding No.432, G.T. Road (North) and 435,

G.T.Road(North);

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished

## THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT undivided land having mokrari mourashi interest in the same measuring more or less 7 Cottahs out of the total land particularly mentioned in the FIRST SCHEDULE hereinabove written TOGETHER WITH undivided structure measuring more or less 400 Sq.ft. out of the total structure particularly mentioned in the FIRST SCHEDULE with all easements appurtenant thereto and easements over and underneath with presently 5-1 meter wide North side passage including drain situated at and being Municipal Holding No.436, Grand Trunk Road (North) Police Station-Golabari. Parganas Paikan, J.L.No.1, Revenue Survey No.1989, Touzi No.811, within the jurisdictions of Additional Sub –Registration Office- Howrah within the limits of Ward No.16, Howrah Municipal Corporation, Pin Code-711101 with the benefit of the building plan in the District of Howrah butted and bounded by:

ON THE NORTH

By Holding No.433, G.T.Road (North;

Passage of Holding No.435, G.T.Road (North)

ON THE EAST

By Holding No.435, G.T.Road (North) and PWD Road;

ON THE SOUTH

By property of Eastern Railway;

ON THE WEST

By Holding No.432, G.T. Road (North) and 435, G.T.Road

(North);

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished

- May now

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

SIGNED, SEALED AND DELIVERED by

And on behalf of the VENDOR in the

Presence of :

WITNESSES:

1. Gows Barni Howoah Court.

2 (MoSit-Shick: :

SIGNED. SEALED AND DELIVERED by

And on behalf of the PURCHASER in the

Presence of :

WITNESSES:

1. Grows Barrie Hourt

SHIVGANAGA NIWAS PVT. LTD Binay chamdra Jdg Ruth crized Represented

MANGALAM EDUCATIONAL SUC.

2 Smith block Hurrah court

prepared I my sherista ovan Norm Charge Novate, Herry Court. RECEIVED from the withinnamed PURCHASER a sum of Rs 1,02,00,000/- (Rupees One Crore Two Lakhs) only being the total consideration for the property described in the SECOND SCHEDULE hereunder written.

Date	Cheque No.	Bank	
		KOTAK MAHINDRA	Amount (in Rs.
17.03.2015	421035	BANK	1500000.00
18.03.2015	001464	HDFC BANK LIMITED	
20.03.2015	001475		1500000.00
		HDFC BANK LIMITED	3000000.00
20.03.2015	001474	HDFC BANK LIMITED	2400000.00
20.03.2015	322528	RBL BANK	
		NOT DAIAN	1600000.00
21.03.2015	609765	ALLAHABAD BANK	98000.00
		T. D. S.	
		1. 0. 3.	102000.00
			Rs 1,02,00,000/-

(Rupees One Crore Two Lakhs) only

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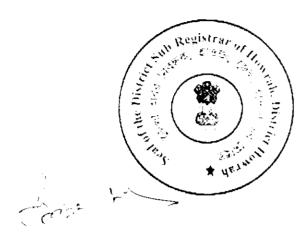
MANGALAM EDUCATIONAL SOCIETY

PRESIDENT

**VENDOR** 

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 3787 to 3810 being No 02877 for the year 2015.



(Satiprasad Bandopadhyay) 25-March-2015 DISTRICT SUB-REGISTRAR OF HOWRAH Office of the D.S.R. HOWRAH West Bengal