

पार्के अध्ययका पश्चिम बंगाल WEST BENGAL

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1 7 AUG 2010

Addl. Dist Sub-Registrar Alipore, South 24 Parganas

CONVEYANCE

1. Date: 16th Aggust 2010

2. Place: Kolkata

Parties:

3

3.1 Shrimati Amita Banerjee (Bandopadhyay), wife/widow of late Justice A.N.Banerjee (Bandopadhyay), having PANo. AAJPB4841R resident of 1A Hindusthan Road, Kolkata - 700029.

(Vendor, includes successors in interest)

And

Vendor and Purchaser, collectively Parties and individually Party

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No.3168 Rs 5000 Date 12 08 10. Name . Dam danger ... Sales Strate Hd Address . 20, O.C. Gamas Sarane Kol-201 Vender Sri .. Qubhay Alipore Collectory South 24 Parganas SUBHANKAR DAS THE TOTAL PROPERTY OF THE PARTY OF THE PART Kolksta- 700027 Maruchi BANDANA SALES PRIVATE LIMITED

MRINAL NANDI

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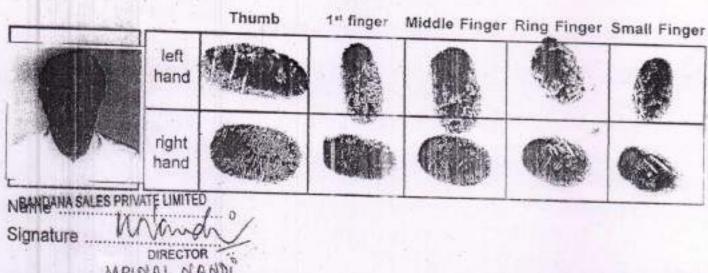


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ADDL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PGS. 1 6 AUG 2010

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Name .. AMITA .. BANERJEE (BANDOPADHYAY) Signature Amilta. Banerjee (Bandofadhyay)



MEINAL NANDI

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ADDL. DIST, SUB-REGISTRAR ALIPOTT ST. IPH 24 PGS.

1 6 AUG 2010

#### NOW THIS CONVEYANCE WITNESSES:

Subject Matter of Conveyance:

Description: All that building and structures along with land admeasuring 5 (five) Cottah 8 (eight) Chittack lying and situate at and being Municipal Premises No. 1A Hindusthan Road Kolkata - 700029, Police Station: Gariahat within ward No. 86 of Kolkata Municipal Corporation (Said Property) more fully described in the 2<sup>nd</sup> Schedule below and demarcated in red on the Plan attached thereto.

- 5. Representations, Warranties and Covenants of the Vendor:
  - 5.1 Representations, Warranties and Covenants on Chain of Title in Schedule 1st Schedule:
    - 5.1.1 True and Correct Representation: The Vendor is the undisputed absolute owner of the Said Property, such ownership having been acquired in the manner stated in Schedule I below, the contents of which are all true and correct.
  - 5.2 Representations, Warranties and Covenants on encumbrances:
    - 5.2.1 No Acquisition/Requisition: The Vendor declares that the Said Property is not affected by any notice of acquisition or requisition or any scheme of the local authority or Government or any Statutory Body.
    - 5.2.2 No Encumbrance by Act of Vendor: The Vendors has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
    - 5.2.3 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
    - 5.2.4 ULC Clearance: The Vendor have represented there is no excess vacant land in possession of the Vendor under the provisions of the Urban Land Ceiling (Rules and Regulations) Act, 1976 and have also represented that there is no proceeding pending or affecting the Said Property.
    - 5.2.5 Free From All Encumbrances: The Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters,

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trusts, prohibitions, Income Tax Attachment and liabilities 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 Vendor or the Vendor's predecessors-in-title and the title of the Vendors to the Said Property is free, clear, without any encroachment whatsoever and is marketable.

### 6. Background:

- 6.1 Ownership of Vendor: The Vendor is the owner and possessor of the Said Property.
- 6.2 Discussion and Negotiation: Discussion and negotiation for the purchase of the Said Property took place between the Vendor and the Purchaser and the Commercial terms were also finalized.
- 6.3 Conveyance in Pursuance: Pursuant to the above, the Vendor is hereby conveying the Said Property to the Purchaser, for the consideration and on the terms and conditions mentioned herein.

### 7. Transfer:

- 7.1 Conveyance: The Vendor hereby sells, conveys and transfers the entirety of its right, title and interest of whatsoever or howsoever nature being the divided and demarcated portion of the land admeasuring 5(five) Cottah 8(eight) Chittack Police Station: Gariahat, Kolkata-700029, to the Purchaser, free from all encumbrances.
- 7.2 Conveyance of other Appurtenances: The Vendor doth hereby conveys to the Purchaser all other appurtenances but not limited to customary and other rights of easements for beneficial use of the right, title and interest of any and every nature whatsoever of the Vendor in the Said portion of the Said Property hereby sold.
- 7.3 Consideration: The sale, conveyance and transfer of the Said Property is being made in consideration of a sum of Rs. 2, 87, 50,000/-(Rupees Two crore eighty seven lacs fifty thousand only) paid by the Purchaser to the Vendor, the entirety of which has been received by the Vendor and to admit and acknowledge which, the Vendor has executed the Receipt And Memo of Consideration below.
- 8. Terms of Transfer: The transfer being affected by this Conveyance is a sale within the meaning of the Transfer of Property Act, 1882 and the same is Absolute, irreversible and perpetual and free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens,

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attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, reversionary rights, residuary rights, and statutory prohibitions and liabilities whatsoever.

- 9. Holding of Possession: The Vendor hereby covenant that the Purchaser shall 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 Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 10. Statutory Payments: All taxes, surcharge, land revenue, cess, outgoings and levies of or on the Said Property, relating to the period till the Date of execution of this Conveyance, whether demanded or not, shall be borne, paid and discharged by the Vendor and for the period thereafter shall be borne, paid and discharged by the Purchaser.
- 11. Covenants of Vendor: Indemnification by the Vendor about the correctness of her title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendor about the correctness of the Title of the Vendor and authority to sell, which if found defective shall at their own cost and expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- 12. Indemnity: The Vendor hereby covenants that the Vendor or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of any defect in title of the Vendor or any of the representations above being found to be untrue.
- 13. Further Acts: The Vendor hereby covenant that the Vendor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or the Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things as may be reasonably required for further or more perfectly assuring the title of the Said Property.



### 1st Schedule (Title of Said Property)

By Indenture dated 19th May 1936 registered in the office of S.R Registrar Alipore in Book No. I, Volume No. 26 Deed No. 2800 at Pages 262-264 for the year 1936 executed between the Trustees for the Improvement of Calcutta a body corporate constituted by the Calcutta Improvement Act of 1911 (Bengal Act of 1911) of one part as Vendor and Sarala Devi wife of Rai Gopal Chandra Ganguli as purchaser of other part, there was a transfer of land measuring about 14 (fourteen) Cottah 6(six) Chittack 31 (thirty one) square feet being Plot No. 707 of the Surplus Land of CIT Scheme XV (B) (Mother Premises).

By the Deed of Settlement dated 7th January 1948 registered in the office of S.R Sealdah in Book No. I Volume No. 13 in Pages 1 to 5 being No. 143 of 1948 executed between Smt Sarala Debi of one part as the Settlor and Smt Snehalata Devi widow of Late Bhupendra Nath Mukherjee as party of the Second Part and as Trustee and Rai Gopal Chandra Ganguly Bahadur as party of the third Part and as confirming party, where under the Mother premises measuring about 14(fourteen) Cottahs 7(seven) Chittaks and 27(twentyseven) square feet, which being Municipal Premises No. 47/2A, 47/2B, 47/2/1, was demarcated into 5(Five) parts being Marked A, B, C, D & E. The Part and portion of the Mother premises described in Schedule B and delineated and Marked A in annexed map comprised of land measuring about 5 (five) Cottah 11 (eleven) Chittack 22 (twenty two) square feet with structures thereon was settled in favour of Snehalata Debi on terms and conditions provided in the Said Terms of Settlement.

By Deed of Settlement dated 2nd December 1978 registered in the office of S.R Sealdah in Book No. I Volume No. 44 in Pages 212 to 219 being No. 1388 for the year 1978 executed between Smt. Snehalata Debi as Settlor of one part and Smt. Amita Banerjee and Shri Sudhanya Kumar Mukherjee of the other part, more fully described in the Settlement Deed, the Said Schedule B (Marked A) which was renumbered as Premises No. 1A Hindustan Road Kolkata was settled in favour of the Said Smt. Amita Bannerjee(Undivided 50% Share) and Shri Sudhanya Kumar Mukherjee(Undivided 50% Share with Life Interest only).

In the manner stated above, on the death of Shri Sudhanya Kumar Mukherjee on 21-2-1992, Smt Amita Fannerjee became owner of all that in Premises No. 1A Hindustan Road Kolkata and her name was recorded in the records of KMC as sole owner.

2nd Schedule (Said Property)

Land admeasuring 5(five) Cottah 8 (eight) Chittack more or less together with 3 storied building constructed thereon having an area 4620 sq feet more or less, lying and situate at Municipal Premises No. 1A Hindustan Road Kolkata, under Police Station: Gariahat, Kolkata-700029, in Kolkata Municipal Corporation Ward No.86 delineated on the Plan annexed

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hereto and bordered in color red thereon and butted and bounded as follows:

On the North

: Hindusthan Road

On the South

: 47/1 Gariahat Road

On the East On the West

: 47/2 Garlahat Road : 1/2 Hindusthan Road

Together with access for ingress and egress to and from the Said Property.

### 14. Execution and Delivery:

 In Witness Whereof the Parties have executed and delivered this Conveyance on the date given above.

Amila Banerjee (Bandspadhyay)

Witnessos

1. Garden Garaberts
Advocate

BB- 254 Lever )
Salt Lana Gtg: Ravente For 064

Vendor

2 Binan Bihari Sarker CL-58, Salt Lake City, Sector-II, Kallete-70009)

BANDANA SALES PRIVATE LIMITED

DIRECTOR

1. Sunt Kuna, Mauna. 20, Le Road, Kalkata - 700020

Purchaser

2. Precious Madeira 26/c. Aniri Pukier Road Kelkagai - 400019.

### Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs.2,87,50,000/-(Rupees Two crore eighty seven lacs fifty thousand only) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Cheque No.	Date	Bank	Amount(Rs.)
429128	3.8.2010	HDFC Bank Bhowanipur Branch	70,00,000/-
909421	13.08.2010	· 80-	2,17,50,000/-

Total Rs.2, 87, 50,000/-

(Rupees Two crore eighty seven lacs fifty thousand only)

Amilia Banerjee (Bandopadhyay) [Vendor]

Witnesses:

1. Ganton Gardon .

88-254 Getter J. Saw Ame Git.

2. Biman Bilari Saler City, Satta-III

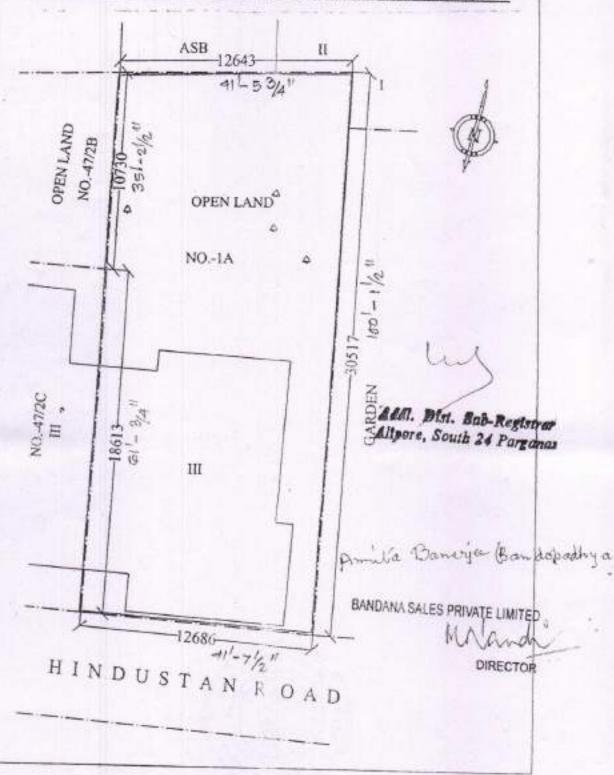
Kallesta - 700891

Drafted by: Salyendre Narayan Chatys.

Advocate 280 1980

Typed by: A. Das, Alibere Judges Court Kalkath-27.

# DEED PLAN OF PREMESES NO.-1A HINDUSTAN ROAD, KOLKATA- 700029 LAND AREA: 05K - 8CH-0SFT GROUND FLOOR COVD. AREA: (143.06 SQM.). 1540SFT.



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

Endorsement For Deed Number : 1 - 07035 of 2010 (Serial No. 08759 of 2010)

### On 16/08/2010

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

Presented for registration at 15.45 hrs on :16/08/2010, at the Private residence by Mrinal Nandi, Claimant.

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

Execution is admitted on 16/08/2010 by

- Amita Banerjee ( Bandyopadhyay ), wife of Lt Justice A. N. Banerjee ( Bandyopadhyay ) . 1 A. Hindustrian Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O.: Pin:-700029 . By Caste Hindu, By Profession: ----
- Mriffal Nandi
   Authorised Signatory, Bandana Sales Pvt. Ltd., 20, O.C.Ganguly Sarani (Lee Road), Kolkata, District: South 24-Parganas, WEST BENGAL, India, P.O. :- Pin: -700020.

   By Profession: -----

Identified By G. Chakraborty, son of ..., Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. - By Caste: Hindu, By Profession: Advocate.

(Utpal Kumar Basu ) ADDITIONAL DISTRICT SUB-REGISTRAR

### On 17/08/2010

# 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:

Fee Paid in rupeas under article: A(1) = 316239/- ,E = 14/- on 17/08/2010

# 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.-28750000/-

Certified that the required stamp duty of this document is Rs.- 2012520 /- and the Stamp duty paid as Impresive Rs.- 5000/-

### Deficit stamp duty

Deficit stamp duty Rs. 2007600/- is paid, by the draft number 689538, Draft Date 16/08/2010, Bank Name State Bank of India, BHOWANIPORE, received on 17/08/2010

( Utpal Kumar Basu )
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 2

17/08/2010/02:30:00 P

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

Endorsement For Deed Number: 1 - 07035 of 2010

(Serial No. 08759 of 2010)

( Utpal Kumar Basu ) ADDITIONAL DISTRICT SUB-REGISTRAR

( Utpal Kumar Basu )
ADDITIONAL DISTRICT SUB-REGISTRAR

17//08/2010 02:30:00 P

EndorsementPage 2 of 2

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

Registered in Book - 1 CD Volume number 30 Page from 4398 to 4410 being No 07035 for the year 2010.



(Utpal Kumar Basu) 17-August-2010
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. ALIPORE
West Bengal