

2011 Purchase

04130

VC-925/119

I 03908/11



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 114794

8/27/11  
8/27/11  
8/27/11

Certified that the document is admitted to registration. The signature above and the endorsement above attached with its instrument are the part of this document.



*[Signature]*  
23.5.2011

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on the 20<sup>th</sup> day of May Two Thousand Eleven (2011)

BETWEEN

Sl. No. 623 Rs. 5000 Date 18/5/11  
 Name S. Pathak (Adv.)  
 Address 14, P.T.E. Judges' Court, Bar 27  
 Vendor Sign Shrikhar Ch. Haldar

S. C. Haldar  
 Licensed Money Lender  
 No. 100/1, 101 & 102  
 Kolkata - 700 001

*Handwritten signature in Hindi: सनील शर्मा*



*Small, illegible handwritten text or notes.*

For GAUTAM CONSTRUCTION CO. PVT. LTD.

*Handwritten signature in Hindi: सनील शर्मा*



VCT/ - 2237

*Handwritten signature: Subhas Banerjee*



*Handwritten signature*  
 Sub Registrar - E  
 District Court, Calcutta  
 20 MAY 2011

Identified by us:  
 Raj Kumar Sharma  
 S/o:- Dhanik Sharma,  
 9/1, old post office Street,  
 Kd. - 700 001,  
 occupation:- Business.

(PAN NO. AEIPB7144N)

**SRI DEBDAS BANDOPADHYAY**, alias Debdas Banerjee son of Late Sunil Kumar Bandopadhyay, by Faith - Hindu, by Occupation - Landlord, residing at 16B, Hazra Road, Police Station - Ballygunge, Kolkata 700 026, District South 24 Parganas, hereinafter referred to and called as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) on the **ONE PART**

AND

**M/s. GAUTAM CONSTRUCTION CO. (PVT.) LTD.**, (Pan No. AABCG2187Q) a Private Limited Company incorporated under the Companies Act 1956, and having its Registered Office at 9/1, Old Post Office Street, Police Station - Hare Street, Kolkata 700 001, represented by its director Sri Dhanik Sharma hereinafter referred to and called as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, successors-in-interest, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS one Sunil Bandopadhyay was the owner of all that the piece and parcel of land measuring 12 (twelve) Cottahs and 10 (ten) Chittaks, be a little more or less, together with structure 1000 sq. ft. consisting of 20 (twenty) tiled shed tenanted rooms, lying situate at and being Premises No. 24, Deodar Street, Police Station - now Ballygunge, within the then Calcutta, now Kolkata 700019, being Holding No. 41 and 328 and lying and situate under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division 6, Sub-Division 'O', Registry Office at the then Sealdah, now District Sub Registrar and Additional District Sub Registrar at Alipore, in the District of now South 24 Parganas, hereinafter referred to as the said Mother Property.

AND WHEREAS owing to certain exigency, said Sunil Bandopadhyay, by a Bengali Kobala dated 10<sup>th</sup> June, 1960 registered in the Office of the Sub Registrar at Behala and recorded in Book No. 1, Volume no. 34, Pages 145 to 149 Being No. 2609 for the year 1960, sold conveyed and

transferred to the Vendor herein for the consideration therein mentioned all that the said Mother Property measuring more or less 12 (twelve) Cottahs and 10 (ten) Chittaks, be a little more or less, together with structure 1000 sq. ft. consisting of 20 (twenty) tiled shed rooms, lying situate at and being Premises No. 24, Deodar Street, Police Station - now Ballygunge, Kolkata 700019, DSR at Alipore, in the District of South 24 Parganas.

AND WHEREAS the Vendor herein for want of urgent funds, now intends to dispose of the said premises being all that the piece and parcel of land measuring 12 (twelve) Cottahs and 10 (ten) Chittaks, be a little more or less, together with structure 1000 sq. ft. consisting of 20 (twenty) tiled shed rooms, few occupied by occupiers lying and situate at and being Premises No. 24, Deodar Street, Police Station - now Ballygunge, within the then Calcutta, Kolkata 700019, for valuable consideration free from all encumbrances whatsoever.

AND WHEREAS the Purchaser herein having come to know of the intention of the Vendor herein offered to purchase the aforesaid portion of the said property on as is whereas basis .

AND WHEREAS subsequent to the mutual negotiation and discussion by and between the parties hereto the Vendor herein has agreed to sell and the Purchaser herein has agreed to purchase all that the piece and parcel of land measuring 12 (twelve) Cottahs and 10 (ten) Chittaks, be a little more or less, together with structure 1000 sq. ft. consisting of 20 (twenty) tiled shed rooms, few occupied by occupiers lying and situate at and being Premises No. 24, Deodar Street, Police Station - now Ballygunge, within the then Calcutta, Kolkata 700019, as more fully and particularly mentioned in the Schedule hereinafter written, and hereinafter referred to as the said property, at and for a consideration of Rs.30,00,000/- (Rupees Thirty lacs ) on as is whereas basis .

AND WHEREAS in terms of the aforesaid agreement to dispose of the said Property as aforesaid, the Purchaser herein has since paid a sum of

Rs. 14,00,000/- (Rupees Fourteen lacs) to the Vendor herein towards part payment of the consideration.

NOW THIS INDENTURE WITNESSETH THAT pursuant to the aforesaid understanding and/or agreement entered into by and between the parties hereto and in consideration of said sum of Rs.30,00,000/- (Rupees Thirty lacs) only being the true and lawful money of the Union of India towards the full amount of agreed consideration money paid by the Purchaser herein to the Vendor herein on or before execution of these presents, (the receipt whereof the Vendor herein doth hereby admits and acknowledges by these presents as well as the Memo hereinafter contained, and acquits, releases and discharges forever the Purchaser herein as well as the said Property), the Vendor herein doth hereby sell, conveys, transfers, and assures all and whatsoever and concludes, releases, discharges and assigns unto and in favour of the Purchaser, its successors-in-interest, successors-in-office, administrators, executors, administrators, legal representatives, and/or assigns ALL THAT the piece and parcel of land measuring 12 (twelve) Cottahs and 10 (ten) Chittaks, be a little more or less, together with structure 1000 sq. ft. consisting of 20 (twenty) tiled shed rooms, few occupied by occupiers lying and situate at and being Premises No. 24, Deodar Street, Police Station - now Ballygunge, within the then Calcutta, Kolkata 700019 being the Schedule hereinafter written and herein referred to as the said Property being Holding No. 41 and 328 and lying and situate under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division 6, Sub-Division 'O', in the District - South 24 Parganas on as is whereas basis, together with all easements and/or amenities and/or facilities attached or relating thereto and/or concerning therewith, free from all encumbrances, and on as is whereas basis, charges, liens, attachments, embargos, requisitions/acquisitions, wakfs, debuttars, trusts, bargas, whatsoever together with all rights and obligations and benefits in respect of common Parts, Areas, Portions and Installations and amenities thereto and contained therein, for the beneficial use and enjoyment of the same and TOGETHER WITH the easement, quasi easement, rights, interests, privileges, AND WITH the perpetual and irrevocable rights to use the

5

common paths and passages, installations, contained therein or HOWSOEVER OTHERWISE the said Property or any part thereof now are or is or at any point of time hereto before whenever was situated butted and bounded, reputed called known numbered described or distinguished together with all and singular walls, yards, soil, ways, paths, passages, water, water courses, sewerage, drain, irrigations, advantages and ancient and other rights, lights, liberties, easements, profits, privileges, advantages, appendages and appurtenances whatsoever to the said Mother property belonging to or any way appertaining thereto or with the same or any part thereof now or at any time thereto usually hold, used, occupied or enjoyed or reputed therewith or known as part and parcel member thereof or be appertaining thereto AND ALSO the reversion or reversions, remainder or remainders and the rents, issues and profits thereto and every part thereof TOGETHER WITH ALL deeds pattas muniments documents writings papers receipts vouchers or other evidence title relating to the said Mother Property or any or every part thereof AND all estate right, title and interest use, inheritance property, possession benefit, claims and demand whatsoever both at law and in equity of the Vendor unto or upon or out of the said Mother Property and/or the said Property or any part thereof TO HAVE AND TO HOLD the said Property and all that the said Property hereby sold, conveyed, transferred, assigned, assured, expressed or intended so to be TOGETHER WITH the appurtenance and rights as aforesaid unto the Purchaser their other rights member and appurtenance unto and to the use and benefit of the Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever on as is whereas basis absolutely and for ever subject to the obligation and stipulation AND subject nevertheless to the payment by the Purchaser all rates, taxes, and/or outgoings or impositions as per statutory rules and norms from time to time and/or as per provisions of the law for the time being in force on account of the said Property which may hereafter become payable in respect thereof AND

THAT NOTWITHSTANDING any act deed, matter or thing done whatsoever by the Vendor/owner herein or any person lawfully or equitably claiming for from or through under or in trust for him for acts made done commit or committed or intentionally suffered to the

contrary the Vendor now as lawfully and as absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Property hereby sold, conveyed, assigned assured and expressed so to be and every part thereof being perfect estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter, defect, encumber or make void the same AND

THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendor now herein himself has good right full power and lawful and absolute authority to sell, convey, transfer, assign and assure the said Property hereby sold, conveyed, transferred, assigned, and assured and expressed or to be unto and unto the use of the Purchaser absolutely and forever in the manner as aforesaid on as is whereas basis AND it shall be lawful for the Purchaser from time to time and at all times hereinafter peaceably and quietly possess, to enter upon and enjoy the said Property for lawful use utilization and enjoyment of the same and to get the benefit and receive rents issues yields and profit thereof without any suit lawful eviction interruption claim and demand whatsoever for or by the Vendor herein or by any person or persons lawfully or equitably claiming through for under or in trust for him AND the Vendor, his heirs/successors, and all legal representatives whatsoever shall from time to time and at all times hereafter indemnify and keep duly indemnified the Purchaser herein, its successors-in-office, successors-in-interest, executors, administrators and legal representatives whatsoever against all or any losses, damages, costs, charges and expenses, if any, suffered by reason of anybody or and the vendore has not entered into any agreement with any body other than with the Purchaser herein and the legal heirs of the vendor will not claim anything from the purchaser ;

AND THAT the Vendor has not been party and privy to any acts, things and matters whereby the Vendor are prevented from conveying and/or transferring the said Property AND the Vendor do hereby covenant with the Purchaser that he shall and will from time to time and at all times hereafter upon every reasonable request and costs of the Purchaser produce and cause to be produced unto the Purchaser, its successors-in-office, successors-in-interest, executors, administrators,

7

legal representatives and assigns or any person or persons lawfully or equitably claiming at any trial, hearing, commission, examination or otherwise as occasions shall arise all or any of the deeds and writings deliver to the Purchaser or produce in all Courts for manifesting, defending and proving the previous title of the Vendor in respect of the said Property and also at like request and costs of the Purchaser deliver or cause to be delivered such attested or other copies of the said deeds and writings as may be required.

ALL THAT and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or his predecessors in title and well and sufficiently saved defended and kept harmless and indemnified of, from and against all and all manners or forms and other estates, right, title, interest, and encumbrances whatsoever created made excluded occasioned or suffered by him or any of his predecessor in title or any person or persons lawfully or equitably or rightfully claiming for through under or in trust for them,

AND further that the Vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever from, under or in trust for him, jointly and/or singly shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make, do, acknowledge, procure and execute and cause to be made, done, procured and executed all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said Property to the Purchaser as may be reasonably required for better and perfectly assuring the said Property and every part thereof unto and to the Purchaser in the manner aforesaid.



SCHEDULE BEING THE SAID PROPERTY  
AS REFERRED ABOVE

ALL THAT the piece and parcel of revenue free khas mahal land measuring 12 (twelve) Cottahs and 10 (ten) Chittaks, be a little more or less, together with structure 1000 sq. ft. consisting of 20 (twenty) tiled shed rooms, few occupied by occupiers lying and situate at and being Premises No. 24, Deodar Street, Police Station - now Ballygunge, within the then Calcutta, Kolkata 700019 being Holding No. 41 and 328 and lying and situate under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division 6, Sub-Division 'O', Registry Office at the then Sealdah, now District Sub Registrar and Additional District Sub Registrar at Alipore, in the District of now South 24 Parganas, butted and bounded as under:

ON THE NORTH - Common Passage

ON THE SOUTH Portion of premises No.24 Deodar Street

ON THE EAST Premises No.45/2, Hazra Street

ON THE WEST Deodar Street (20' Ft)

The Site Plan annexed hereto in respect of the said Land is treated as a part of this Deed of Conveyance.

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

SIGNED EXECUTED SEALED  
DELIVERED BY THE WITHIN  
NAMED VENDOR HEREIN AND  
PURCHASER HEREIN at Kolkata  
On this the 20<sup>th</sup> day of May, 2011

*Sudha Banerjee*  
SIGNATURE OF THE VENDOR

For GAUTAM CONSTRUCTION CO. PVT. LTD.

*Asit*  
Director

SIGNATURE OF THE PURCHASER

In the presence of  
WITNESSES:

1. *Shampa Mukherjee*  
*30 Somnath Mukherjee*  
*3/1, Raja Ram Mohan Roy Road,*  
*Kolkata - 700041*

2. *Anita*  
*Atul Prasad Mitra*  
*Godate Anand Mitra*  
*10/30 CDA Street,*  
*Kolkata - 19.*

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs. 30,00,000/- (Rupees Thirty lacs) only as per memo below as the full agreed consideration money in full and final settlement as agreed and expressed in terms hereof and under these presents :

- 1) By CA No. 557352 dt 12<sup>8</sup>/<sub>09</sub> for Rs. 4,00,000/- and CA No. 557386 dt 1-5-10 for Rs. 10,00,000/- both on UOI → Rs. 14,00,000.00
- 2) By Demand Draft No. 007373 dt 5/5/11 High Court Br. Dated 17/5/2011 drawn on UBI, High Court Br. for Rs. 16,00,000/-

Rs. 30,00,000.00  
-----

Total (Rupees Thirty lacs) only

SIGNED EXECUTED SEALED  
DELIVERED BY THE WITHIN  
NAMED VENDOR

In the presence of:

WITNESSES

1. *Shampa Mukherjee*

2. *Amitha*

*Sobdax Banerjee*  
SIGNATURE OF THE VENDOR

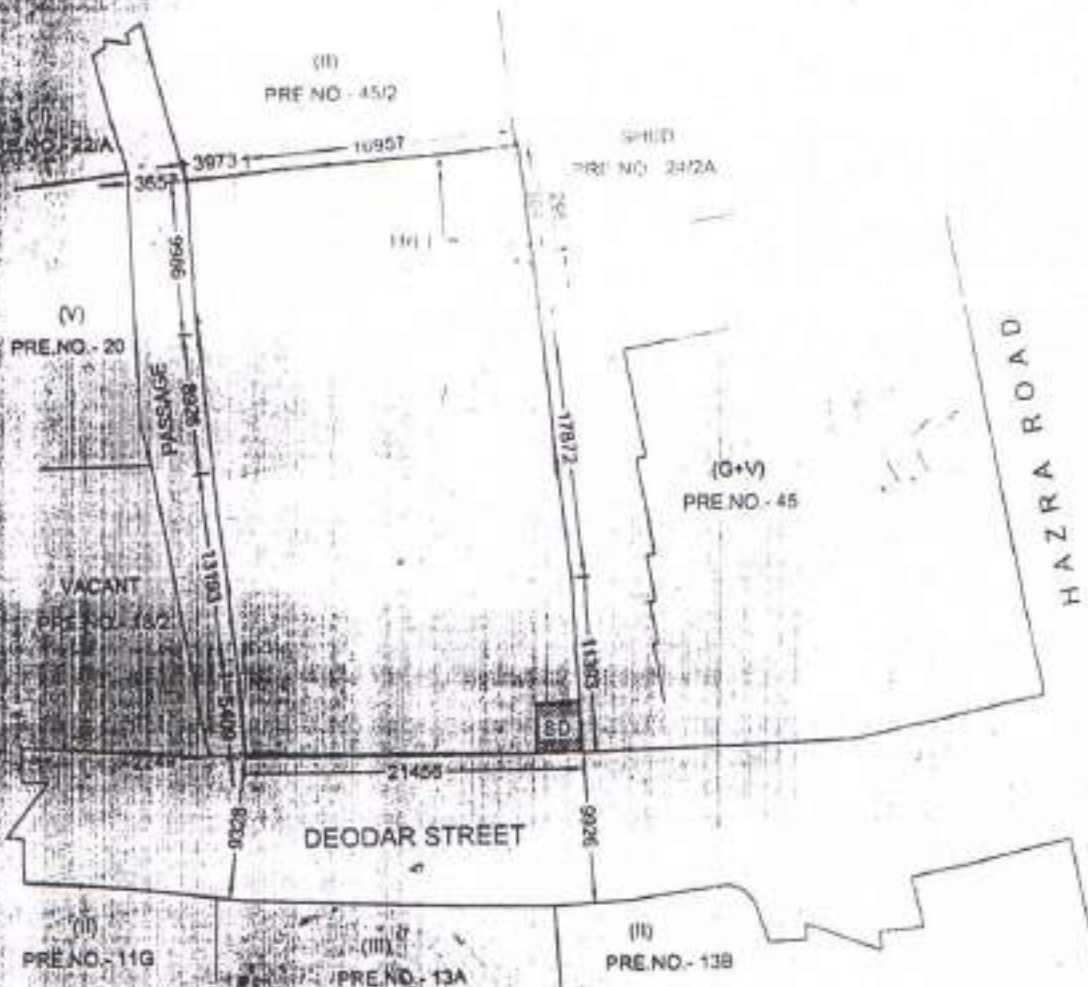
Drafted by

*Susandip Pathak*

Susandip Pathak,  
Advocate

Alipore Judges' Court

Kolkata-700027



For GAUTAM CONSTRUCTION CO. PVT. LTD.

*[Signature]*  
Director

SITE PLAN











*[Signature]*

SITE PLAN AT PRE. NO. - 24, DEODAR STREET,  
KOLKATA-700013, WARD NO. - 69 UNDER K.M.C.














TOTAL LAND AREA - 827.59 SQ.M./ 12 KH. - 05 CH. - 43.0 SQ.FT.

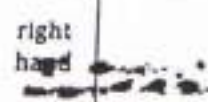
SCALE - 1:400

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


Name DHANKI SHAKTI  
 Signature [Signature]

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


Name DEB DAS BANDHOPADHAYA alias. DEB DAS BANERJEE  
 Signature [Signature]

		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
PHOTO	left hand					
	right hand					

Name .....  
 Signature .....

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

Endorsement For Deed Number : I - 03908 of 2011  
(Serial No. 04130 of 2011)

On

Payment of Fees:

On 20/05/2011

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

Presented for registration at 18.30 hrs on 20/05/2011 at the Private residence by Sri Dhanik Sharma, Claimant.

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

Execution is admitted on 20/05/2011 by

1. Sri Debdas Bandopadhyay Alias Debdas Banerjee, son of Late Sunil Kumar Bandopadhyay, 16 B, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026 . By Caste:Hindu. By Profession : Others
2. Sri Dhanik Sharma  
Director, M/s Gautam Construction Co. ( Pvt. Ltd. ), 9/1, Old Post Office Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001  
. By Profession : Business  
Identified By Raj Kumar Sharma, son of Dhanik Sharma, 9/1, Old Post Office Street, Kolkata, Thana :-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 . By Caste: Hindu. By Profession: Business.

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

On 23/05/2011

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number : 23.4 of Indian Stamp Act 1899.


Payment of Fees:

Amount By Cash

Rs. 360868/-

Amount by Draft

Rs. 360868/- is paid , by the draft number 241166, Draft Date 19/05/2011, Bank Name State Bank of India, NEW BALLYGUNGE KASBA. Received on 23/05/2011

  
Dist. Sub. Registrar - II  
South 24 Parganas  
23 MAY 2011

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
EndorsementPage 1 of 2

23/05/2011 15:21:00



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

**Endorsement For Deed Number : I - 03908 of 2011**  
**(Serial No. 04130 of 2011)**

( Under Article : A(1) = 360822/- , I = 14/- , II = 28/- , M(b) = 4/- on 23/05/2011 )

**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.-32802241/-

Certified that the required stamp duty of this document is Rs.- 2296176 /- and the Stamp duty paid as Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 2291176/- is paid, by the draft number 241165, Draft Date 19/05/2011, Bank Name State Bank of India, NEW BALLYGUNGE KASBA, received on 23/05/2011

( Rajendra Prasad Upadhyay )  
**DISTRICT SUB-REGISTRAR-III OF SOUTH**  
**24-PARGANAS**



*[Signature]*  
 Dist. Registrar - I,  
 South 24 Parganas  
**23 MAY 2011**

( Rajendra Prasad Upadhyay )  
**DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**  
 EndorsementPage 2 of 2

23/05/2011 15:21:00

Certificate of Registration under section 60 and Rule 60.

Registered in Book - I  
CD Volume number 8  
Page from 1353 to 1368  
being No 03908 for the year 2011



*[Signature]*  
(Rajendra Prasad Upadhyay) 23-May-2011  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R.-III SOUTH 24-PARGANAS  
West Bengal

Sub-Registrar - III  
South 24 Parganas

23 MAY 2011