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पश्चिम बंगाल WEST BENGAL

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Record Room
Registry of Companies

RECEIVED
MURBANAH-J BENGAL

6/11/12

F 16364/07

050646



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

पश्चिम बंगाल WEST BENGAL

VK-3108/07

B 368837

1000

BLD 384100

THIS DEED OF CONVEYANCE made this the 30th day of November 2007

BETWEEN PRADIP KUMAR GHOSH son of Late Jitendra Krishna Ghosh, by religion - Hindu, by Occupation - Landholder, residing at No.

47, Pathuriaghata Street, Kolkata - 700 006, executor to the Estate of

Late Asit Kumar Ghosh deceased under his Last Will and Testament

dated 28th September, 1994, hereinafter referred to as "THE VENDOR"

(which expression shall unless excluded by or repugnant to the subject

or context always be deemed to mean and include his successor or

successors-in-office and/or assigns) of the **FIRST PART.**

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement thereon attached to this document are the part of this Document.

AND

Additional Registrar
of Assurances, Kolkata

S. B. I. ...
Chaque No. ... 18.35.06 ...
Rs. ... 384100 ...
Rs. ... 384100 ...

55,00,000

5499
5497
5499

31.12.07
31.12.07

SMT. SMRITIRANI MITTER, wife of Late Dr. Mihir Mitter, by religion - Hindu, by occupation - Housewife, residing at No. 34, Shyampukur Street, Kolkata - 700 004 and **PRADIP KUMAR GHOSH**, son of Late Jitendra Krishna Ghosh, residing at No. 47, Pathuriaghata Street, Kolkata - 700 006, hereinafter jointly called the **"CONFIRMING PARTIES"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

A N D

TIRUMALA PROJECTS PVT. LTD a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 15, College Street, Kolkata - 700 012, hereinafter referred to as **"the PURCHASER"** (which term or expression in the case shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **THIRD PART**:

WHEREAS

A. Asit Kumar Ghosh (since deceased) who was a Hindu Governed by Dayabhaga School of Hindu Law was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to various immovable properties in and around Kolkata including Municipal Premises No.

11/4, Sarat Bose Road, P.S.-Bhawanipore, Kolkata-700 020, **TOGETHER WITH** the building and structure standing thereon (morefully and described in the **SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as **THE SAID PREMISES**).

B. Asit Kumar Ghosh died a bachelor on 18th November, 1994.

C. Before his death Asit Kumar Ghosh executed his last Will and Testament dated 28th September, 1994 whereby and where under he appointed Pallav Kumar Banerjee (since deceased), Sunil Krishna Ghosh and the Vendor herein as his executors and/or trustees and by and under the said Will he gave bequeathed and devised amongst others the said premises equally to the Confirming Parties herein.

D. The said Will and Testament further provided that after providing for various legacies as provided for in the said Will the rest of the properties including 'the said premises' shall absolutely and forever belong to Smt. Smritirani Mitter and Pradip Kumar Ghosh, the Confirming Parties herein in equal shares.

E. After the death of Asit Kumar Ghosh the Executors named in the said WILL AND TESTAMENT filed an application in the High Court at Calcutta in its Testamentary and intestate jurisdiction being PLA No. 257 of 1997 for grant of probate.

F. On 7th December 1999 during the pendency of the said application for probate, Pallav Kumar Banerji (one of the Executors in the said Last

Will and Testament dated 28th September, 1994) died leaving Sri Sunil Krishna Ghosh and Sri Pradip Kumar Ghosh as the Surviving Executors.

G. On the basis of the said application for probate the Hon'ble High Court at Calcutta was pleased to grant a Probate of the aforesaid will on 25th April, 2000.

H. Sri Sunil Krishna Ghosh one of the Executors named in the said Last Will and Testament dated 28th September, 1994 by a letter dated 31st October, 2003 resigned as an Executor in view of his advanced age and as such has ceased to act as an Executor and in pursuance of the same an application was made being G.A. No. 2486 of 2004 in the Hon'ble High Court at Calcutta wherein His Lordship Hon'ble Justice Subhro Kamal Mukherjee by an order dated 14th July, 2004 was pleased to discharge the said Sunil Krishna Ghosh from acting as an Executor under the said Last Will and Testament dated 28th September, 1994.

I. In view of what is stated hereinabove the Vendor herein became the sole Surviving Executor under the said Last Will and Testament of Asit Kumar Ghosh dated 28th September, 1994 .

J. The Executor has not yet assented in favour of the legatees in respect of the said premises and is still having legal title in the said premises.

K. In as much the entirety of the said premises is in occupation of several trespassers and the same could not be vacated and is not yielding any return to the Estate, the Executor with Consent of the legatees, Smt. Smiriti Rani Mitter and the said Pradip Kumar Ghosh, have decided to sell and Transfer the entirety of the said premises to the purchaser, a consideration of Rupees 55.00 Lacs (Rs Fifty Five Lacs) only and the Confirming parties hercin being the legatees have requested the Vendor/Executor to execute a Deed of Conveyance in favour of the purchaser.

L. Asit Kumar Ghosh granted a lease of the said property in favour of Northern Properties Ltd. by a Lease commencing from 14th August 1972 to continue until 14th August 2071, being document no.4490 for the year 1972.

M. Asit Kumar Ghosh filed a Title Suit No. 144 of 1974 for possession of the said premises against Mr. E. George Hartley, the tenant of the premises which was decreed exparte on 11th September 1975 and in 1976 in execution of the said decree Title Execution Case No.15 of 1976 was taken out. Presently, the said Execution Case remains stayed under order of Court.

N. The Lease in favour of Northern Properties (P)-Ltd. has been surrendered in favour of the executor being the vendor herein for a consideration of Rs 5 Lacs.

O. The original tenant of the premises was one Mr. E.A. Hartley who died in 1946 and thereafter the tenancy was granted in favour of one of his son Mr. E.G. Hartley. The present occupiers are claiming Title through the said last named tenant against whom the decree for possession was passed on 11th September 1975.

P. Another Suit was filed by one Mr. O. A. Hartley against Northern Properties (P) Ltd. being T.S.No. 190 of 1976, subsequently renumbered as T.S.No. 176 of 1993 before the 4th Munsiff at Alipore claiming that payment of rent by E. G. Hartley was on behalf of all the heirs of E.A. Hartley the original tenant. The said suit was ultimately dismissed by an order dated 11th December 1996.

Q. Presently T.S.No. 28 of 1997 filed by Kedarnath Fatepuria and two others in respect of the property is pending before the 4th Court of Asst. District Judge at Alipore, 24 Parganas (South) in which the plaintiffs are claiming the property by adverse possession.

NOW THIS INDENTURE WITNESSETH:-

1. That consideration of the sum of Rupees 55.00 Lacs (Rs Fifty Five Lacs) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (which amount the Vendor and the Confirming Parties and each one of them respectively do hereby and also by the receipt hereunder

written admit and acknowledge to have been received and of and from the same and every part thereof, do hereby acquit, release, and discharge the Purchaser and the said premises hereby intended to be sold and transferred] the Vendor doth do hereby sell, grant, transfer, convey, assure and assign unto and to the Purchaser herein ALL THAT the Municipal Premises No. 11/4, Sarat Bose Road ,P.S.-Bhawanipur, Kolkata-700 020 ,containing by measurement an area of approximately 32 cottahs more or less together with a one storied building more particularly described in the schedule hereunder written and delineated by Red Borders in the plan annexed hereto (for the sake of brevity referred to as **THE DEMISED PREMISES**) with all pathways, common passages and other parts and portions of the said demised premises and also the right over the all passage ways free of all encumbrances and charges but subject to the pending litigation in "AS IS WHERE IS CONDITION" TOGETHER WITH right to receive, realize and collect all the rents, issues, profits and compensation and the respective estate, right, title, interest and estate into or upon the said demised Premises and also all drains, ditches, paths, passages, water, water-courses and all manner of ancient and other rights, liberties, easement, privileges, emoluments, appendages and appurtenances whatsoever standing thereof or any part or portion thereof or with which the same now are or is or at any times hereto before were or was held used, occupied, enjoyed, accepted, reputed, deemed, taken or known as part or parcel or member or members thereof or appurtenant thereto AND the reversion or reversions remainder or remainders AND ALL the Estate right, title interest, claim, use, inheritance, trust, possession, property or demands whatsoever or

howsoever of the said Vendor and the Confirming Parties and each of them respectively both in law or in equity into or upon the said PREMISES AND the benefit of the decree dated 11th September 1975 in T.S.No. 144 of 1974 filed before the 4th Munsiff at Alipore , as also the benefit of the decree of dismissal dated 11th December 1996 passed in Suit No. 190 of 1976 renumbered as T.S. No. 176 of 1993 filed before 2nd Additional Munsiff at Alipore. TO HAVE AND TO HOLD the said PREMISES / PROPERTY hereby sold, granted, conveyed, transferred, assigned and assured and every part or parts thereof respectively unto and to the use of the Purchasers herein in the manner as aforesaid absolutely and forever free from all encumbrances, trusts, liens, lispendense, attachments, trusts whatsoever subject to the pending suit mentioned hereinafter, together with the benefit of the decrees as specified hereinabove and the Confirming Parties hereby confirm the same.

II. THE VENDOR AND CONFIRMING PARTIES AND EACH OF THEM DOTH HEREBY CONVENANT WITH THE PURCHASER as follows :-

- (a) THAT notwithstanding any act, deed matter or thing whatsoever done by the Vendor or any of his predecessors in title done committed, executed or knowingly suffered to the contrary, Vendor has good right, full power and absolute authority and indefeasible title or otherwise well and sufficiently entitled to grant, sell, convey, transfer, assign and assure the said demised premises on as is where is basis subject to the pending litigation unto and in favour of the purchaser herein in the manner as

aforesaid concerning the true intent and meaning of these presents and the Confirming parties and each of them hereby confirm the same.

(b) AND THAT the said demised premises is free of all encumbrances liens, attachments, leases, restrictions, covenants, uses debottar trusts made or suffered by the Vendor except in so far the pending litigation and hereby confirm the same.

(c) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly enter into hold, possess, use, own and enjoy the said demised premises and receive, realize and collect all the rents, issues and profits thereof without any lawful hindrances, eviction, interruption, disturbance, claims or demands whatsoever or howsoever from or by the Vendor and the confirming parties or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor or the Confirming Parties.

(d) AND THAT the said Demised Premises hereby sold, transferred and conveyed is not affected by any attachment including attachments under Certificate case or any proceedings started at the instance of the Income Tax Authorities under the public Demand Recovery Act or any other acts or otherwise whatsoever and that there is no certificate case or proceedings pending against the Vendor and/or the Confirming Parties for realization of arrears of Income Tax and other taxes or dues or otherwise under Public Demands Recovery Act and/or any other act for

the time being in force in respect of the said premises and that the said Demised Premises hereby sold, transferred, conveyed is not affected by any notice or claim of any public or local authority.

(e) The Vendor and Confirming Parties shall at all times make do and execute at the expenses of the purchaser all such further and lawful acts, deeds matters and things as may be reasonably required by the Purchaser for further betterment and further effectuating the conveyance hereby made for the title of the purchaser in respect of the said Demised Premises hereby sold, transferred and conveyed.

III. THE VENDOR AND THE CONFIRMING PARTIES AND EACH OF THEM FURTHER ASSURE AND REPRESENT TO THE PURCHASER as follows :-

(a) THAT the said Asit Kumar Ghosh (since deceased) was the absolute owner of the said Demised Premises.

(b) THAT the Vendor with the consent and concurrence of the Confirming Parties and each of them have full power and absolute authority to grant, sell and transfer the said demised premises and/or any part or portion thereof.

(c) THAT the Original title deed in respect of the said Demised Premises are not traceable in as much as the said Demised Premises has

been inherited by the said Asit Kumar Ghosh (since deceased) AND the Vendor/Executor and also the Confirming Parties and each of them hereby agrees to keep the Purchaser and their respective successors and/or successors-in-interest and assigns indemnified against all losses, damages and claims which the Purchaser may suffer or be exposed to as a result of non-availability of the Original Title Deeds as also from all actions suits proceedings charges and claims or demands in respect thereof and the Vendor and the Confirming Parties and each of them do hereby assure and covenant with the Purchaser that as and when such title deeds and/or documents of title are found or located the Vendor/Executor or the Confirming Parties shall forthwith deliver the same to the Purchaser.

(d) THAT there is no impediment or legal bar in the Vendor or the Confirming Parties selling and transferring the said Demised Premises in favour of the purchaser herein.

IV. AND it is hereby further agreed and declared by and between the parties hereto that in the event any amount is payable on account of arrears of Rates and Taxes (hereinafter referred to as "RATES AND TAXES") the same shall be paid and discharged by the Purchaser and the Purchaser has agreed to keep the Vendor/Executor and the Confirming Parties and each of them respectively indemnified against all actions, suits, proceedings, demands, costs, charges and expenses in respect thereof.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of land Measuring approx. 32 cottahs together with one storied building standing thereon situated and lying at and being premises no. 11/4 Sarat Bose Road, P.S. Bhawanipur, Kolkata - 700020, within the Municipal Town of Kolkata, butted and bounded in the manner following :-

North - Passage.

East - Sarat Bose Road.

South - 15 B, Sarat Bose Road.

West - 2/1, Elgin Road.

OR HOWSOEVER otherwise the property may be called known numbered or distinguished and as delineated in the plan annexed hereto and thereon coloured by Red Borders.

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 AND DELIVERED by the
VENDOR/EXECUTOR at Kolkata in
the presence of:

Pradip Kumar Ghosh

1. BISAY JAIN
60A, BONDEL ROAD,
KOLKATA - 700019

2. Anupa Mukherjee
24, Park Street
Park Center Building
kol - 16.

SIGNED AND DELIVERED by the
CONFIRMING PARTIES at Kolkata
in the presence of:

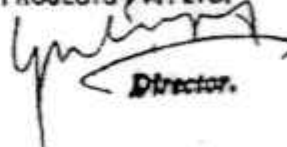
Pradip Kumar Ghosh
Smriti Rani Mitter

1. BISAY JAIN
60A, BONDEL ROAD
KOLKATA - 700019

2. Anupa Mukherjee
24, Park Street
Park Center Building
kol - 16.

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of:

TRIUMALA PROJECTS PVT. LTD.


Director.

1. BISAY JAIN
60A, BONDEL ROAD
KOLKATA - 19

2. Anupa Mukherjee
24, Park Street
Park Center Building
kol - 16.

Drafted by me.
Soumitra Dey
Advocate,
High Court, Calcutta.

RECEIVED of and from the Purchaser the within mentioned sum of Rs. -
 55,00,000 Lacs (Rs Fifty Five Lacs) only being the consideration money
 in full payable under these presents as per memo below :-

Memo of Consideration

- | | |
|---|-------------|
| 1) By Cheque being No. " 248957 " dated 30/11/07
Drawn on ING Vysya Bank, in favour of Pradip Kumar
Ghosh, Executor to the Estate of Asit Kumar Ghosh | 20,00,000/- |
| 2) By Cheque being No. " 248958 " dated 30/11/07
Drawn on ING Vysya Bank, in favour of Pradip Kumar
Ghosh, Executor to the Estate of Asit Kumar Ghosh | 20,00,000/- |
| 3) By Cheque being No. " 248959 " dated 30/11/07
Drawn on ING Vysya Bank, in favour of Pradip Kumar
Ghosh, Executor to the Estate of Asit Kumar Ghosh | 15,00,000/- |

Total Rs. 55,00,000
 =====

Witnesses :

1. BISAY SAIN
 Govt. Bandal Road
2. Kallikate - 19

Anupa Mukherjee
 24, Park Street
 Park Center Building
 Kol - 16

Pradip Kumar Ghosh
VENDOR

SPECIMEN FORM FOR TEN FINGERPRINTS



Amir

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Pradeep Kumar Singh

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Smriti Sanyal

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05064 of 2012

(Serial No. 16364 of 2007)

On 30/11/2007

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

Presented for registration at 17.42 hrs on :30/11/2007, at the Private residence by Govind Garg ,Claimant.

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

Execution is admitted on 30/11/2007 by

1. Pradip Kumar Ghosh, son of Lt. Jitendra Krishna Ghosh , 47, Pathuriaghata Street, Kolkata, Thana:-Jorabagan, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Smritirani Mitter, wife of Lt. Mihir Mitter , 34, Shyam Pukur Street, Kolkata, Thana:-Shyampukur, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
3. Govind Garg
Director, Tirumala Projects Pvt. Ltd., College Street, Kolkata, Thana:-Muchipara, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700012.
By Profession : Business
Identified By Anupa Mukherjee, daughter of , High Court, Kolkata, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 01/12/2007

Payment of Fees:

Amount By Cash

(Under Article : A(1) = 60489/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 01/12/2007)

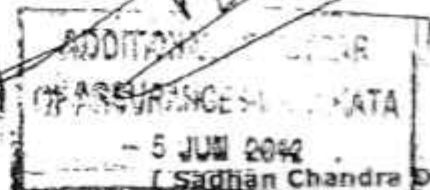
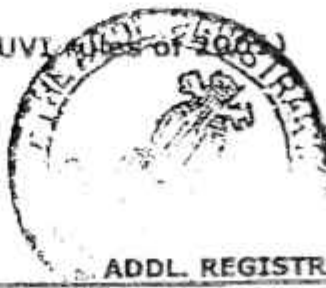
Deficit stamp duty

Deficit stamp duty Rs. 384100/- is paid, by the draft number 183606, Draft Date 30/11/2007. Bank Name STATE BANK OF INDIA, Rifle Rd Cal, received on 01/12/2007

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 01/06/2012

Certificate of Market Value(WB PUVT Rules of 2006)



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

05/06/2012 13:00:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05064 of 2012
(Serial No. 16364 of 2007)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-5,80,10,000/-

Certified that the required stamp duty of this document is Rs.- 4060700 /- and the Stamp duty paid as Impresive Rs.- 1000/-

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 05/06/2012

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 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 3675600/- Is paid 88285802/06/2012 State Bank of India, SHAKESPEAR SARANI, received on 05/06/2012

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 05/06/2012

(Under Article : A(1) = 577610/- ,Excess Amount = 390/- on 05/06/2012)

Registration fee of Rs. 578000/- (Five lakh Seventy Eight Thousand) is paid by means of Bank Draft of S.B.I. - Shakespear Sarani Branch - being NO - 882859 dated 02/06/12

ADDITIONAL REGISTRAR OF
ASSURANCES - I, KOLKATA

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

05/06/2012 13:00:00

Endorsement Page 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 6593 to 6613
being No 05064 for the year 2012.



(Sugan Chandra Das) 11-June-2012
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal



Certified to be a true copy

ADDITIONAL REGISTRAR
ASSURANCE-I KOLKATA

6/7/12