

1456 1465 #

2257

STAMP DEPARTMENT  
CALCUTTA COLLECTORATE

Adj. Case No. 206 of 08-09  
Adjudication: Rs. 5,00,000 (Five) Paid  
Under Section 31 of I.S. Act, 1899.

08/03/09  
2494/09

Under Section 32 Adj. Case No. 206 of 08-09

Certified that the full Stamp duty chargeable to the instrument under the Indian Stamp Act, amounting Rs. 151,9294.00 (fifteen lac nineteen thousand two hundred and ninety four) has been paid in stamps under Chalan No. 6 dated 10.11.08.

Calcutta Collectorate,  
The ..... Collector of Stamp Revenue,  
Calcutta.

15/01/08  
12/11/08

Certified that the Document is submitted to Registration. The Stamp duty and the endorsement fee payable thereon are the part of the Document.

DEED OF CONVEYANCE

Additional Registrar  
of Assurances-II, Kolkata

9/3/09

THIS DEED OF CONVEYANCE made on this the 07<sup>th</sup> day of ~~December~~ <sup>March</sup> Two thousand and ~~Eight~~ <sup>Nine</sup>;

BETWEEN

1) Mahesh Taparia son of Sri Tulsiram Taparia, aged about 43 years, by faith Hindu, by occupation business, residing at C-376 Vaishali Nagar, Jaipur - 21. 2) Manoj Taparia son of Sri Tulsiram Taparia, aged about 40 years, by faith Hindu, by occupation business, residing at C-376 Vaishali Nagar, Jaipur - 21, both represented by their Constituted Attorney Sri Tulsiram Taparia, hereinafter collectively referred to as the VENDORS ((which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns);

Tulsiram Taparia

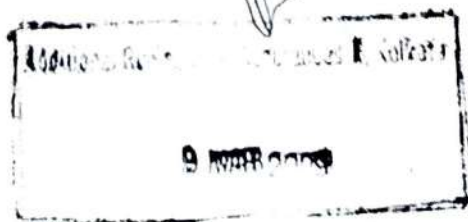


A 238744  
238751

21704058



3/ Nicey Moondal  
Sonfu Moondal  
Sonar Gouranga  
iKol - 700005





A N D

1)) **Tulsiram Taparia** son of Late Ganpatrai Taparia aged about 73 years residing at C-376, Amrapaly Marg, Vaishali Nagar, Jaipur - 21, 2) **Vidya Devi Taparia** wife of Sri Tulsiram Taparia, aged about 68 years, by faith Hindu, by occupation housewife, residing at C-376, Amrapaly Marg, Vaishali Nagar, Jaipur - 21, represented by her Constituted Attorney Sri Tulsiram Taparia, both hereinafter collectively referred to as 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, executors, administrators, legal representatives and/or assigns);

A N D

**Spring Dealcom Pvt. Ltd.**, a Company within the meaning of the Companies Act, 1956 having its office at 4C Chaitan Sett Street, Kolkata- 700 007, hereinafter referred to as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s) in office/ interest, nominee(s) and/ or assigns);

W H E R E A S

A. By and under an Indenture dated 28<sup>th</sup> April, 1941 registered before the office of the Registrar of Assurances, Calcutta and recorded in the Book No. I, Volume No. 43, pages 248 to 267, Being No. 1491 of 1941, one Ganpatrai Taparia during his lifetime purchased and acquired and was absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to **ALL THAT** the lands & properties containing a total land area of about 19 cottah 2 chittacks and 2 sq. ft. alongwith the building and structure standing thereupon lying and situate at the Municipal Premises nos. 80/1 and 80/2 Pathuria Ghat Street, Calcutta (now Kolkata), hereinafter referred to as the said **PROPERTIES**.

B. By an Indenture dated 23<sup>rd</sup> day of March, 1953 the said Ganpatrai Taparia, the Settlor therein transferred the said Properties unto and in favour of Pannalal Taparia and Sohanlal Taparia, the Trustees therein to hold the same upon the

trust and for the benefit of the Settlor's wife Pyari Devi, then minor son Sri Tulsiram Taparia and then minor daughter Heera and for meeting their expenses of fooding, education and other incidental expenses and for occasional visits of the Settlor's married daughters and of the said unmarried daughter Heera when married and for fooding, education and other incidental expenses of the Settlor's son Tulsiram Taparia when married and subject to the terms and conditions mentioned therein.

- C. After the execution of the said Indenture dated 23<sup>rd</sup> March, 1953, the said Heera, daughter of the said Ganpatrai Taparia was married sometimes in the year 1953.
- D. The said Tulsiram Taparia, the son of the said Ganpatrai Taparia was married sometimes in the year 1954 with one Vidya Devi.
- E. The said Ganpatrai Taparia died intestate on or about 21<sup>st</sup> May, 1979 and his wife Pyari Devi died intestate sometimes in the year 1991.
- F. The said Sohanlal Taparia, one of the two trustees appointed under the said Indenture dated 23<sup>rd</sup> March 1953 died sometimes in the year 2003 and after the death of the said Sohanlal Taparia, the remaining trustee namely Pannalal Taparia did not appoint any other person(s) as the trustee in place and substitution of the said Sohanlal Taparia.
- G. The said Pannalal Taparia , another trustee of the said Indenture dated 23<sup>rd</sup> March, 1953 also seized to act as the trustee due to his advancing age, indifferent health and other personal reasons.
- H. The trust created by the said Ganpatrai Taparia by and in pursuance of the said Indenture dated 23<sup>rd</sup> March 1953 is having no assets, deposits and surplus.
- I. The said Tulsiram Taparia, his wife Smt. Vidya Devi Taparia and his two(2) sons namely Mahesh Taparia and Manoj Taparia are the present beneficiaries of the Trust so created by the said Ganpatrai Taparia under and in pursuance of the said Indenture dated 23<sup>rd</sup> March 1953 and the said Mahesh Taparia and Manoj Taparia being the two sons of the said Tulsiram Taparia are the ultimate beneficiaries in respect of the said Properties.



1. Various parts and portions of the said Properties are in occupation of various tenants/ occupants/ trespassers.

2. The said Properties are lying in a dilapidated condition requiring immediate repairing, renovation/ reconstruction and the said Properties are not yielding any income to the First Party, his wife and his sons in any manner.

3. The Vendors and the Confirming Parties are not in a position to maintain and upkeep the said Properties and pay the municipal dues in respect thereof in consequence to which huge outstandings are pending in respect of the said Properties.

4. The present beneficiaries of the Trust so created by the said Ganpatrai Taparia under and in pursuance of the said Indenture dated 23<sup>rd</sup> March are all residing out of Kolkata and are unable to protect and save the said Properties from various encroachments, damages, deteriorations and destructions rendering the market value of the said Properties diminishing day by day.

5. The building(s) at the said Properties are full of tenants/ occupants and none of the said tenants/ occupants have been paying any rents, issues and profits for a long period of time and the Vendors and/ or the Confirming Parties are not in a position to meet the expenses for payment of taxes, liabilities, outstandings in respect of the said Properties and to keep the same in good and habitable condition by causing necessary repairs and renewals.

6. Accordingly the Vendors with the consent and concurrence of the Confirming Parties have agreed to sell and transfer and the Purchaser has agreed to purchase and acquire **ALL THAT** the land & properties containing a land area of about 19 cottah 2 chittacks 2 sq. ft., a little more or less, lying and situate at Municipal Premises Nos. 80/1 and 80/2 Pathuria Ghat Street, Kolkata - 700 007 **TOGETHER WITH** building, tenement, hereditament messuage and structures lying thereat, morefully and particularly described in the First Schedule hereunder written, hereinafter referred to as the said Properties subject to the existing tenants/ occupants/ trespassers thereat, for the consideration and under the terms hereinafter appearing.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

- 1 THAT in pursuance of the said Agreement and in consideration of a total sum of Rs. 56,00,000/= (Rupees Fifty Six Lacs only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors (the receipt whereof the Vendors do hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof with the consent and concurrence of the Confirming Parties hereby acquit release and discharge the said Purchaser and the said Properties) the Vendors with the consent and concurrence of the Confirming Party do hereby absolutely and indefeasibly grant convey sell transfer, assign and assure unto the Purchaser **ALL THAT** the Municipal Premises Nos. 80/1 Pathuria Ghat Street and 80/2 Pathuria Ghat Street containing a total area of 19 cottah 2 chittacks 2 sq. ft. ( be the same a little more or less ) **TOGETHER WITH** the building and/ or structure standing thereon ( morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTIES** ) **OR HOWSOEVER OTHERWISE** the said Premises or any part thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all benefits and advantages of ancient and other lights all yards courtyards area sewers drain ways courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said Property or any part or portion thereto belonging to or in any way appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were or was held used or occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **AND** the reversion or reversions remainder or remainders and the rent issue profits of the said Property and every part thereof **AND** all legal incidences thereof **AND** all the estate right title interest inheritance possession use trust claims and demands whatsoever both at law and in equity of the Vendors into and upon and in respect of the said Premises or any and every part thereof herein comprises and hereby sold granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which are anyway exclusively relates to or concerns the said Premises or any part or portion thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or person from whom the Vendors can or may procure



the same without action or suit at law or in equity **TO HAVE AND TO HOLD** the said Properties hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever.

- 2 **AND** the Vendors and the Confirming Parties do hereby further covenant with the Purchaser that the Vendors have the absolute authority to sell transfer and convey the said Properties.
- 3 **AND** the Vendors do hereby covenant with the Purchaser that none of them at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Properties hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be done so was or is encumbered in title estate or otherwise or by reason whereof the Vendors or any of them may be prevented from granting selling conveying assigning and assuring the said Premises or any part thereof in the manner as aforesaid **AND THAT** the sale and transfer of the said Premises is for legal necessity and for the benefit of Vendors and their respective families.
- 4 **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Purchaser shall and may at all times hereafter at its costs, charges and expenses peacefully and quietly enter into hold possess and enjoy the said Properties and receive and take all the rents issues and profits without any lawful eviction interruption claim or demands whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for any of their predecessors in title or any one of them **AND** the said Properties or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 **AND THAT** no notice, which is or may be subsisting has been served on the Vendors for acquisition of the said Premises and/ or the land comprised therein or any part thereof under the Land Acquisition Act 1894 or under any other law or Acts and/ or rules made or framed thereunder and the Vendors have no knowledge of issue of any such notice or notices for the time being subsisting under the above acts and/ or rules for the time being in force affecting the said Properties or any part thereof **AND THAT** no suit and/ or proceeding is pending in any court of law affecting the said Premises and/ or any part or portion thereof nor the same.



has been lying attached under any writ or attachment of any Court or Revenue Authority **AND FURTHER THAT** the Vendors and all the persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said Properties or any part thereof from through under or in trust of them shall and will from the time to time and at all times hereafter at the request of the Purchaser make do acknowledge and execute all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Properties and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

- 5 **AND** the Vendors do hereby agrees and covenants with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser to produce or cause to be produced to the Purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the relevant deeds documents and instruments and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.
- 6 **AND** the Confirming Parties do hereby admit confirm and accept not having any right title and interest claim and demand in the said Properties **AND** for the purpose of perfecting the transfer and assurance of the said Properties by the Vendors, the Confirming Parties do hereby acquit, release, renounce their rights if any and assure the said Properties and every part thereof including their right title and interest therein of any nature whatsoever in respect of the said Properties unto and in favour of the Purchaser absolutely for ever and the Vendors and/ or the Confirming Parties herein shall keep the Purchaser harmless and indemnified against defect in the title of the said Properties and any future claim in respect of the said Properties.

**THE SCHEDULE ABOVE REFERRED TO**

**(THE SAID PROPERTIES)**

**ALL THAT** the Lands & properties containing an aggregate land area of 19 cottahs 2 chittacks 2 sq. ft. (be the same a little more or less ) **TOGETHER WITH** the old building(s) and/ or structure(s) thereat having constructed area of about 7000 sq. ft. situated and lying at and being Municipal Premises Nos. 80/1 & 80/2 Pathuria Ghat Street, Kolkata - 700 006, Police Station - Jorabagan, within the local limits of Ward



No. 21 of Kolkata Municipal Corporation alongwith right to use all easementary and other rights attached therewith and each and every rights to use paths and passages attached thereto and butted and bounded by :

ON THE NORTH : By 78A,B,C Pathuria Ghat St.

ON THE SOUTH : By Municipal Road

ON THE EAST : By 79, Pathuria Ghat Street

ON THE WEST : By Binani Dharmasala;

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**

**VENDORS at Kolkata in the**

Presence of :

- 1) Raman Badiyani  
74, Buntalla street, Kol-7
- 2) Anil Kishore Shukla  
80/2 Paty-ghat St Cal-6

*Sulsiram Tapania for and  
on behalf of Mahesh Tapania  
& Manoj Tapania as there  
constituted attorney*

**VENDORS**

*Sulsiram Tapania  
Sulsiram Tapania for  
and on behalf of his  
wife vidya Devi Tapania  
as her constituted  
Attorney*

**SIGNED AND DELIVERED BY THE**

**CONFIRMING PARTIES at Kolkata in the**

Presence of :

- 1) Raman Badiyani
- 2) Anil Kishore Shukla

**CONFIRMING PARTY**

**SIGNED AND DELIVERED BY THE**

**PURCHASER at Kolkata in the**

Presence of :

- 1) Raman Badiyani
- 2) Anil Kishore Shukla

*Gajendra Singh*

**PURCHASER**

**DRAFTED BY :**

*R.K. Jain  
High Court  
Calcutta*



MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs. 56,00,000/= (Rupees Fifty Six Lacs only) only being the entirety of the consideration money payable under these presents as per memo below-

<u>DD/PO NO.</u>	<u>DATE</u>	<u>BANK</u>	<u>FAVOURING</u>	<u>AMOUNT</u>
009954	19-11-2008	HDFC Bank Ltd	Tulsiram Taparia	16,00,000/-
010392	07-03-2009	— do —	— do —	40,00,000/-
				<u>56,00,000/-</u>

Tulsiram Taparia for and  
on behalf of Matesh Taparia  
& Manoj Taparia as their  
constituted Attorney

(Rupees Fifty Six Lacs only)

WITNESS:-

- 1) Raman Badiyani  
741, Baniella street, Kol-7
- 2) Ambikudra Ch Shukla  
80/2 Putay & Gulst  
Culc

SIGNATURE OF THE VENDORS





Government Of West Bengal  
Office of the A. R. A. - II KOLKATA  
5 & 6, Govt Place ( North ) , KOLKATA  
Endorsement For deed Number :I-02257 of :2009  
(Serial No. 01465, 2009)

On 09/03/2009

Certificate of Admissibility(Rule 43)

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 rupees under article A(1) = 238744/- E = 7/- on 09/03/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 21704058/-

Certified that the required stamp duty of this document is Rs 1519294 /- and the Stamp duty paid as. Endorsed Rs- 1519294

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 13:56 hrs on 09/03/2009, at the Office of the A. R. A. - II KOLKATA by Gajendra Singh Chaurant.

Admission of Execution(Under Section 58)

Execution is admitted on 09/03/2009 by  
Tulsiram Taparia son of Late Ganpatrai Taparia, C376 Amrapaly Marg Vaishali Nagar Jaipur 21 Thana O.  
By caste Hindu, by Profession Professionals  
2 Gajendra Singh Director Spring Dealcom Pvt Ltd, 4c Chaitan Sett St, Kolkata 700007, profession Business  
Identified By Nicey Mondal, daughter of Sontu Mondal 5 Sonar Gouranga Kolkata 700005 Thana O. by caste Muslim By Profession Others

Executed by Attorney

1 Execution By Tulsiram Taparia, son of Late Ganpatrai Taparia, C376 Amrapaly Marg Vaishali Nagar Jaipur 21 Thana O By caste Hindu, by Profession Others, as the constituted attorney of 1. Mahesh Taparia 2. Manoj Taparia  
3 Vidya Devi Taparia is admitted by him.  
Identified By Nicey Mondal, daughter of Sontu Mondal 5 Sonar Gouranga Kolkata 700005 Thana O. by caste Muslim By Profession Others

[Ajoy Kr Pradhan]

A. R. A. - II KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF KOLKATA


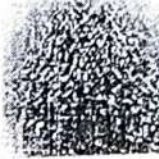






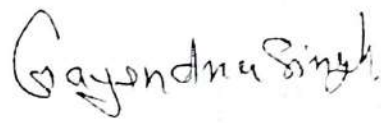
Govt. of West Bengal

9/3/09

Government of West Bengal  
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
Office of the A. R. A. - II KOLKATA, District- Kolkata  
Signature / LTI Sheet of Serial No. 01465 / 2009, Deed No. (Book - I , 02257/2009)  
Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Gajendra Singh	 09/03/2009	 LTI 09/03/2009	 9.3.09

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Tulsiram Taparia Address -C376 Amrapaly Marg Vaishali Nagar Jaipur 21	Self	 09/03/2009	 LTI 09/03/2009	
2	Tulsiram Taparia Address -C376 Amrapaly Marg Vaishali Nagar Jaipur 21	Attorney	 09/03/2009	 LTI 09/03/2009	
3	Gajendra Singh Address -4c Chaitan Sett St Kolkata	Self	 09/03/2009	 LTI 09/03/2009	

Name of Identifier of above Person(s)

Nicey Mondal  
PS-0,5 Sonar Gouranga Kolkata

Signature of Identifier with Date

N. Mondal, 9, 3, 09



























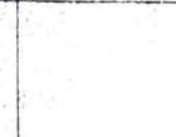


(Ajoy Kr Pradhan)  
A. R. A. - II KOLKATA  
Office of the A. R. A. - II KOLKATA

9/3/09



# SPECIMEN FORM TEN FINGERPRINTS

	<i>Fulwara Jaisingh</i>					
Little		Ring	Middle	Fore	Thumb	
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
(Right Hand)						
PHOTO						
	<i>Gajendra Singh</i>					
Little		Ring	Middle	Fore	Thumb	
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
(Right Hand)						
PHOTO						
Little	Ring	Middle	Fore	Thumb		
(Left Hand)						
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

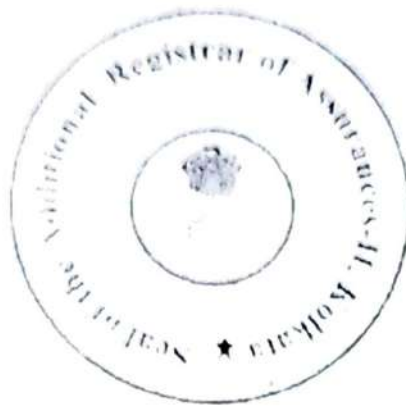
Additional Registrar of Assurances K. Kolkata


9 MAR 2009



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 6  
Page from 4852 to 4865  
being No 02257 for the year 2009.



  
(Tarak Baran Mukherjee) 13-March-2009  
A. R. A. - II KOLKATA  
Office of the A. R. A. - II KOLKATA  
West Bengal