

97528/013

7913/2013



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL N.V. 167 213121 P 463335

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

~~Additional Registrar  
of Assurances-II, Kolkata~~



**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this the 29th day of May Two Thousand Thirteen (2013)

## BETWEEN

YUSUF KHAN, son of Late S. Khan, by religion : Muslim, by Occupation : Business, residing at Oriental Apartment, 1<sup>st</sup> floor, Flat No. D/1, 15C, Canal Street, Kolkata-700014, P.S. : Entally, hereinafter called as the "VENDOR" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include his respective heirs, legal representatives, executors, executrixes, successors and assigns) of the ONE PART.

Schedule contained in the said Notification.

SL. No. 18055 DATE

29 MAY 2013

NAME

AD.

ENR.

1001

PRADIP BOSE  
Advocate  
High Court, Calcutta  
6, Mohun Bagan Row, Kol-4

त्रिभुवन मुद्रा

c-4477

Micro Vinimay Pvt Ltd

त्रिभुवन मुद्रा  
Director

c-4478

Bhush

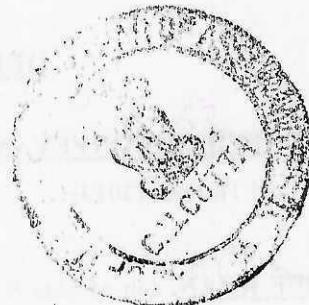
MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE

Micro Vinimay Pvt Ltd

Rajendra Bandyopadhyay

Director

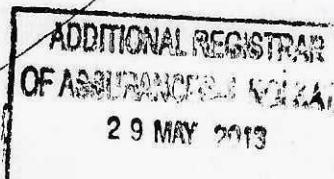
c-4479



Pradip Bose

Advocate

High Court, Calcutta



A N D

M/S. MICRO VINIMAY PRIVATE LIMITED, being CIN U51109WB2008 PTC

126676 dated 18.06.2008 a Private Limited Company incorporated under the companies Act 1956 having it's registered office at 39, Shibtalla Street, 4<sup>th</sup> floor, Kolkata- 700 007, represented by its Directors namely 1) SRI BRIJRATAN MUNDHRA being DIN 06556099 son of Lila Dhar Mandhara, residing at 12, Noormal Lohia Lane, Kolkata- 700 007, West Bengal and 2) SRI RAJ KUMAR BAHETI being DIN 06556123 son of Punam Chand Baheti, residing at 208, Jamunala Bazar Street, Kolkata- 700 007, West Bengal, hereinafter called as the "PURCHASER" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include her heirs, executors, executrix, legal representatives, successors and assigns) of the OTHER

PART. WHEREAS at the sale by public auction held on 7<sup>th</sup> day of February, 1953 by the Registrar, High Court, Original Side, Calcutta, pursuant to the decree made in suit No. 2530 of 1947 of the said High Court between Srimati Sashi Prova Dassi as the Plaintiff and Himangshu Kumar Dutta as the defendant and dated respectively the 9<sup>th</sup> day of the may 1949 and the 18<sup>th</sup> day of December, 1950 one Srimati Santi Devi Jhunjhunwalla wife of Narayan Prosad Jhunjhunwalla was declared the highest bidder and the absolute purchaser at the price or sum of Rs. 81,500/- (Rupees Eighty One thousand Five hundred) only of the property constituting Lot No. 1 described in the Notification of Sale filed in the proceedings had in connection with the said sale and being specified as the Premises No. 31/1 Nayan Chand Dut Street Calcutta Particularly mentioned in the Schedule contained in the said Notification.

AND WHEREAS by an order dated the 17<sup>th</sup> day of March 1953 made in the said suit the aforesaid sale was duly confirmed and the certificate of sale in respect of the said premises No. 31/1, Nayan Chand Dutt Street, Calcutta Particularly mentioned in the Schedule contained in the said Notification.

AND WHEREAS by an order dated the 17<sup>th</sup> day of March 1953 made in the said suit the aforesaid sale was duly confirmed and the certificate of sale in respect of the said Premises No. 31/1, Nayan Chand Dutta Street in the town of Calcutta was duly granted to the said purchaser Srimati Santi Devi Jhunjhunwalla on the 18<sup>th</sup> day of August 1953 by the Registrar of the Hon'ble High Court, Kolkata.

AND WHEREAS the said Srimati Santi Devi Jhunjhunwalla upon her purchase the aforesaid property became seized and possessed of the entirety of the said premises No. 31/1, Nayan Chand Dutt Street in the town of Calcutta as the absolute owner of the said premises until her death.

AND WHEREAS the said Srimati Santi Devi Jhunjhunwalla died intestate at Calcutta on or about 30<sup>th</sup> January 1957 leaving her surviving Narayan Prosad Jhunjhunwalla, her husband and the said Ladho Gopal Jhunjhunwalla alias Loddu Gopal Jhunjhunwalla and Rama Gopal Jhunjhunwalla alias Ram Gopal Jhunjhunwalla her two sons, both then minors under the age of 18 years as her only heirs under the Hindu Succession Act, 1956 by which she was governed.

AND WHEREAS on the death of the said Srimari Santi Devi Jhunjhunwalla her said property being Premises No. 31/1, Nayan Chand Dutt Street in the town of Calcutta devolved by succession on her heirs and legal representatives absolutely in equal shares.

AND WHEREAS the said Laddo Gopal Jhuunjhunwalla alias Laddu Gopal Jhunjhunwalla and Rama Gopal Jhunjhunwalla alias Ram Gopal Jhunjhunwalla had since then attained majority.

AND WHEREAS by a Deed of Conveyance dated the 26<sup>th</sup> day of December, 1977 registered in the Office of Registrar of Assurances-II, Calcutta and recorded in Book No. I, Volume No. 236, Pages 109 to 123, Being No. 5934 for the year 1977 the said Narayan Prosad Jhunjhunwalla, Laddo Gopal Jhunjhuhnwalla & Ram Gopal Jhunjhunwalla sold,

granted, conveyed, transferred, assured and assigned unto Mohini Mohan Kundu ALL THAT the separated and demarcated northern back portion being Lot No. 11 formed out of and separated from the messuage, land, hereditaments, tenement, dwelling house and Premises No. 31/1, Nayan Chand Dutt Street, in the town of Calcutta measuring 3 Cottahs, 11 Chittacks and 12 Sq.ft.

AND WHEREAS the said Narayan Prosad Jhunjhunwalla, Laddo Gopal Jhunjhunwalla & Ram Gopal Jhunjhunwalla are thus then absolutely seized and possessed of or otherwise well and sufficiently entitled to the said separated and demarcated southern front portion formed out of and separated from the said messuage, land hereditaments, tenement, dwelling house and Premises No. 31/1, Nayan Chand Dutt Street in the town of Calcutta.

AND WHEREAS by a Deed of Sale dated 08.11.1979 Narayan Prosad Jhunjhunwalla, Laddo Gopal Jhunjhunwalla & Ram Gopal Jhunjhunwalla sold the Southern Portion of Premises No. 31/1, Nayan Chand Dutta Street to Tarak Nath Dutta, Debendra Nath Dutta & Nemai Chand Dutta which was registered in the Office of Registrar of Assurances-II, Kolkata and Book No. I, Volume No. 169, Pages 65 to 74, Being No. 5791 for the year 1979. The said Tarak Nath Dutta & Others duly mutated their names in the Assessment record of K.M.C. and got the separate number 31/1A, Nayan Chand Dutta Street.

AND WHEREAS the said Tarak Nath Dutta died on 03.02.1999 leaving behind his wife Smt. Sabitri Dutta and his two daughters Sarmistha Das & Shyarmila Chandra as his only heiresses and Nemai Chand Dutta expired on 11.05.1998 leaving behind his wife Nilima Dutta one son Biswanath Dutta and only daughter Soma Upadhyay as his heirs heiresses and legal representatives. Accordingly the said Debendra Nath Dutta, Sabitri Dutta, Nilima Dutta, Sarmistha Das, Sharmila Chandra, Biswanath Dutta and Soma Upadhyay became the joint and absolute owners of the land with brick built structure measuring 3

Cottahs, 2 Chittacks and 43 Sqft. being entirely separated and demarcated Southern front portion of 31/1, Now Known as 31/1A, Nayan Chand Dutt Street, Kolkata- 700 006.

AND WHEREAS Mohini Mohan Kundu after purchasing the separated and demarcated Northern back portion of premises No. 31/1, Nayan Chand Dutta Street, Kolkata- 700 006, by a Deed of conveyance dated 26.12.1977 vide Deed No. 5934 for the year 1977 and thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said separated and demarcated northern back portion of the Premises No. 31/1 Nayan Chand Dutt Street in the town of Calcutta. The said Mohini Mohan Kundu mutated his name in record of K.M.C. and got the separate number as 31/1B, Nayan Chand Dutta Street, Kolkata.

AND WHEREAS by a Deed of Conveyance date 08.11.1979 Mohini Mohan Kundu sold & transferred the demarcated and separated northern back portion of the premises No. 31/1B, Nayan Chand Dutt Street measuring 3 (three) Cottahs, 11 (eleven) Chittacks and 12 (twelve) Sq.ft. to Sri Gour Sundar Dutta & Shyam Sundar Dutta vide Deed No. 5786, Book No. I, Volume No. 283, Pages 15 to 25 for the year 1979.

The said Gour Sundar Dutta & Shyam Sundar Dutta became the joint and absolute owners of the separated & demarcated northern back portion of the said Premises No. 31/1B, Nayan Chand Dutt Street measuring 3 Cottahs, 11 Chittacks and 12 Sq.ft.

AND WHEREAS the said (1) Gour Sundar Dutta, (2) Shyam Sunder Dutta, (3) Smt. Sabitri Dutta, (4) Sri Debendra Nath Dutta, (5) Smt. Nilima Dutta, (6) Smt. Sharmistha Das, (7) Smt. Sharmila Chandra, (8) Smt. Soma Upadhyay, (9) Mr. Biswanath Dutta, Vendors therein became absolute owners of entire Premises No. 31/1B & 31/1A, Nayan Chand Dutt Street (Northern + Southern portion). The total land area became (3 Cottahs, 11 Chittacks, 12 Sq.ft., Northern) & (3 Cottahs, 2 Chittacks and 43 Sq.ft. Southern) total

measuring about 6 Cottahs, 14 Chittacks, 10 Sq.ft. with dilapidated brick built structures therein.

AND WHEREAS one Gour Sundar Dutta, (2) Shyam Sunder Dutta, (3) Smt. Sabitri Dutta, (4) Sri Debendra Nath Dutta, (5) Smt. Nilima Dutta, (6) Smt. Sharmistha Das, (7) Smt. Sharmila chanjdra, (8) Smt. Soma Upadhyay, (9) Mr. Biswananth Dutta was the sole and absolute owners of the premises No. 31/A and 31/1B, Nayan Chand Dutta Street, Kolkata duly mutated their names in the records of the Kolkata Municipal Corporation for the premises No. 31/1A & 31/1B, Nayan Chand Dutta Street, Kolkata-700 006.

AND WHEREAS by a deed of Conveyance dated 23.02.2009 M/s. Orchid Builders (P) Ltd., the purchased all that piece or parcel of land measuring 6 Cottahs, 14 chittacks, 10 Sq.ft. more or less together with 4400 sq.ft. brick built dilapidated structure situate and lying at and being premsies No. 31/1A and 31/1B, Nayan Chand Dutta Street Kolkata-700 006, Ward No. 17 of the Kolkata Municipal Corporation, Police Station : Burtolla from (1) Gour Sundar Dutta, (2) Shyam Sunder Dutta, (3) Smt. Sabitri Dutta, (4) Sri Debendra Nath Dutta, (5) Smt. Nilima Dutta, (6) Smt. Sharmistha Das, (7) Smt. Sharmila chanjdra, (8) Smt. Soma Upadhyay, (9) Mr. Biswananth Dutta for a valuable consideration mentioned therein which was registered in the Office of the A.R.A.-II, Kolkata and recorded in Book No. I, CD Volume No. 5, Pages from 9987 to 10009 being No. 01715 for the year 2009.

AND WHEREAS the purchaser therein thus absolutely seized and possessed of and or otherwise well and sufficiently entitled to the aforesaid property and mutated its name in the assessment record of Kolkata Municipal Corporation.

AND WHEREAS by an indenture dt. 12.03.2012 the Vendor herein and purchaser therein purchased all that two storied brick built House together with piece and parcel of land measuring about 6 Cottahs, 14 Chittacks and 10 Sq.ft. more or less lying and situated at premises No.31/1A and 31/1B, Nayan Chand Dutta Street, Kolkata- 700 006

from M/s. Orchid Builders Pvt. Ltd., for a valuable consideration mentioned therein which was registered in the office of the ARAII, Kolkata and recorded in Book No. I, CD Volume No. 10, Pages from 540 to 563, Being No. 02137 for the year 2012.

AND WHEREAS the Vendor herein is thus absolutely seized and possessed of and or otherwise well and sufficiently entitled to ALL THAT the two storied brick built House together with piece and parcel of land measuring about 6 Cottahs, 14 Chittacks and 10 Sq.ft. more or less lying and situated at premises No.31/1A and 31/1B, Nayan Chand Dutta Street, Kolkata- 700 006.

AND WHEREAS the Vendor herein applied for amalgamation of both the premises no. 31/1A, and 31/1B, Nayan Chand Dutta Street, Kolkata- 700 006, into one premises for his better convenience and also applied for mutation in his name in the assessment record of K.M.C. Accordingly K.M.C. amalgamated both the premises Nos. into one premises and numbered as 31/1A, Nayan Chand Dutta Street, Ward No. 017, Kolkata- 700 006.

AND WHEREAS Vendor herein thus obtained mutation in his own name in the assessment record of K.M.C. as a sole owner of the premises No. 31/1A, Nayan Chand Dutta Street, Ward No. 017, Kolkata- 700 006 and Vendor is thus absolutely seized and possessed of All that two storied brick built House together with piece and parcel of land measuring about 6 Cottahs, 14 Chittacks and 10 Sq.ft.

AND WHEREAS the Vendor herein has agreed to sale and the purchaser has agreed to purchase all that the premises no. 31/1A Nayan Chand Dutta Street, Kolkata- 700 006 as fully described in the Schedule hereunder written at or for the consideration price of Rs. 1,67,00,000/- (Rupees One Crore Sixtyseven lakhs) only free from all encumbrances, charges, liens, lis pendentes, mortgages, attachment, requisition and acquisition etc.

AND WHEREAS the Vendor states on record that all liabilities whether statutory or otherwise but relating to the premises No. 31/1A, Nayan Chand Dutta Street, Kolkata- 700 006. Relating to the period prior to this date of transfer of this Deed of Conveyance whether levied or not including Corporation taxes, commercial surcharge, water tax, multi storied building taxes, road tax or any other taxes shall be on account of the Vendor and the Vendor shall pay forthwith on demand as and when the liability arises.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs.1,67,00,000/- (Rupees One Crore Sixtyseven lacs) only of true and lawful money well and truly paid by the within named purchaser to the Vendor herein at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the purchaser and the said property/ premises sold, granted and conveyed hereby and every part and piece or land thereof, the Vendor doth hereby absolutely and indefeasibly transfer sell convey assign and assure to and unto and in favour of the purchaser **ALL THAT** piece or parcel of land measuring an area of 6 Kottachs 14 Chittacks 10 Sft. more or less situate and lying at and being Premises No. 31/1A, Nayan Chand Dutta Street, Kolkata. In the town of Kolkata free from all encumbrances morefully and particularly described in the schedule written hereunder and the part of the said land messuage hereditments and premises now are or is at anything heretofore were or was situated butted bounded called known numbered described and/or distinguished **TOGETHER WITH** undivided share in **ALL AND SINGULAR** all outhouse edifices erections walls structures fixtures courtyards areas compounds and ground and soil thereof sewers drains ways paths passages water courses light right benefits of ancient or other light liberties easements privileges profit advantages and appurtenances whatsoever thereof belonging or in anywise appertaining to or which the same or any part thereof **AND ALL THE ESTATE RIGHT TITLE INTEREST INHERITANCE USE TRUST POSSESSION PROPERRTY CLAIM AND DEMAND** whatsoever both at law and equity of the Vendor in to and upon the said land messuage hereditaments and premises hereby granted transferred sold conveyed assigned and assured or intended so to be **AND ALL DEEDS PATTAS MUNIMENTS WRITINGS AND EVIDENCES OF TITLE** whatsoever relating to or concerning the same or any part thereof which now are or at any time heretofore were or

was or may be in the custody possession or power of the vendor or any person or persons from whom the vendors can or may procure the same without any action or suit at law an in equity to the purchaser or **TO HAVE AND TO HOLD** the said land messuage hereditaments and premises hereby granted transferred sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the purchasers absolute and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition or make void the same **AND** the Vendors doth hereby covenant with the purchasers that notwithstanding any act deed matter assurance or thing whatsoever by the vendors made done executed occasioned or suffered to the contrary the vendors have good right full power and are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said land messuage hereditaments and premises hereby granted transferred sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the purchaser for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner or hindrance lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming or to claim by, under or in trust for the Vendor **AND** that free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified of from and against all former and other estates encumbrances claim demands charges liens lispendens debts and attachments, Urban Land Ceiling Act whatsoever had made done executed occasioned or suffer by the Vendor or any person or persons claiming or to claim by from under or in trust for the Vendor into and upon the said land messuage hereditaments and premises hereby granted transferred sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the purchaser for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other whatsoever to alter defeat encumber or make

or make void the same AND that notwithstanding any such act deed matter or thing whatsoever as aforesaid the Vendor has now in himself good right full power and absolute authority to grant transfer sell convey assign and assure by these presents the said land messuage hereditaments and premises hereby granted transferred sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the purchaser in manner aforesaid and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming or to claim from through under or in trust for the vendors AND that free and clear and freely and clearly and absolutely acquitted exonerated discharged or otherwise by the vendors well and sufficiently saved defended kept harmless and indemnified or from and against all and manner or former or other estates right titles leases mortgages charges trusts wakfs debuttars attachments lispendens claims demands and encumbrances whatsoever made done occasioned or suffered by the Vendor or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Vendors AND further that the Vendor and all persons having or lawfully claiming any estate right title interest whatsoever in the said land messuage hereditaments and premises hereby granted transferred sold conveyed assigned and assured or any part thereof AND the vendor do hereby covenant with the purchaser to indemnify the purchaser against all actions suits and proceedings and for any loss or damages or any interference with the right title and interest of the purchaser in respect of the demised land with premises by and/or for any person or persons and/or Government in respect of any claim against the demised land with premises and shall be liable to make good all such loss or damages as suffered by the purchaser and that the Vendors state on record the at the said land with premises are not effected by any way and the said properties have not been acquired or notified to be acquired by L.A. Collector under any scheme nor by any other authority whatsoever and the properties sold hereby is free from all encumbrances.

THE SCHEUDLE OF THE PROPERTY

ALL THAT two storied brick built house together with piece or parcel of land measuring 6 Cottahs, 14 Chittacks and 10 Sq.ft. more or less lying and situate at premises No. 31/1A, Nayan Chand Dutta Street, P.S. : Burtolla, Kolkata- 700 006, being Assessee No. 110174000669 within the limits of the Kolkata Municipal Corporation and Registry Office being the Additional Registrar of Assurance Calcutta and covered area of the Ground floor is 3200 sq.ft. and the first floor is 2400 sq. ft. totaling an area of 5600 sq.ft. and butted and bounded in the following manner :-

ON THE NORTH : By the Common Passage

ON THE EAST : By Nemai Bose Lane

ON THE SOUTH : By Nayan Chand Dutta Street

ON THE WEST : Partly by Premises No. 31/2, Nayan Chand Dutta Street & Partly by Premises No. 31/4, Nayan Chand Dutta Street.

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

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

in the presence of :-

1. Binod Sen  
810 Lt G.C. Sen  
50 A. Raja Nala Krishnaswami  
Ranipet - 5

✓ Yousuf Khan.

PAN AGZPK9253A

VENDOR

Micro Vinimay Pvt Ltd

~~Castrol~~ Director PAN A11PM1430A

(Read over & Explained by me)  
Pondip Banerjee

Micro Vinimay Pvt Ltd

Dayanand Borah

Director PAN. ADDPB6925B

PURCHASER

2. Barrang Dattmundhare  
810 Lila Dhar mundhare  
12 Stoor ual Lohia Lane  
3rd floor  
Calcutta 7

Drafted by me

RWB

Advocate 29/5/13

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of  
**Rs. 1,67,00,000/- (Rupees One Crore Sixty-Seven Lakhs)** only being the consideration  
 money paid in full as per memo written here under:

<u>SL. NO.</u>		<u>AMOUNT [RS.]</u>
	By cheque no. 588443 dated 07/03/2013 Drawn on Karur Vyasa Bank Brabourn Rd Branch	Rs.700,000/-
	By cheque no 588444 dated 07/03/2013 Drawn on Karur Vyasa Bank Brabourn Rd Branch	Rs. 950,000/-
	By cheque no. 588445 dated 07/03/2013 Drawn on Karur Vyasa Bank Brabourn Rd Branch	Rs. 850,000/-
	By cheque no. 153958 dated 17/05/2013 Drawn on Ing. Vyasa Bank, Brabourn Rd Branch	Rs.2500,000/-
	By cheque no. 153957 dated 20/05/2013 Drawn on Ing. Vyasa Bank, Brabourn Rd. Branch	Rs.2500,000/-
	By cheque 153960&153961 dated 28.05.13 Drawn on ING Vyasa Ltd.	Rs.65,00,000/-
	By Ch No.230201&230202 dated 4.03.13 drawn on Vijay Bank .Barabazar Br.& Cash Rs.200,000/-	RS.27,00,000/-

**TOTAL 1,67,00,000/- (Rupees One crore sixtyseven lakhs) only.**

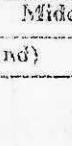
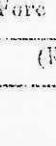
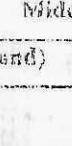
WITNESSES:-

1. *Biju Suj* ✓

2. *Barrangaramundhara*

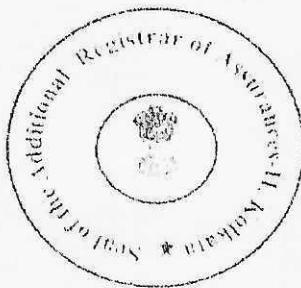
*Yusuf Khan*

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO	  	    Little      Ring      Middle      Fore      Thumb				
		(Left Hand)				
		     Little      Fore      Middle      Ring      Little				
		(Right Hand)				
		     Little      Ring      Middle      Fore      Thumb				
		(Left Hand)				
		     Thumb      Fore      Middle      Ring      Little				
		(Right Hand)				
		     Little      Ring      Middle      Fore      Thumb				
		(Left Hand)				
     Thumb      Fore      Middle      Ring      Little						
(Right Hand)						
     Little      Ring      Middle      Fore      Thumb						
(Left Hand)						
     Thumb      Fore      Middle      Ring      Little						
(Right Hand)						

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 25  
Page from 3899 to 3917  
being No 07913 for the year 2013.



~~(Dulal chandraSaha)~~ 08-June-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal