

70466 27SEP 2005 Solicitor C: Advocate

Solicitor Street Opop Kolkata 301000f. 23000p, 2000/21000p-B. 4000p-TOE EXCELLO PROPERTIES PVI., LID. Grown Re Sandles Director Anil fumal Stufto had bray Ason Kunsa Muhopashyay Smid Banga BERRY J. SHINGALLS



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

383598

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MUKHOFADHYAY, wife of the said Asru Kumar Mukhopadhyay, Hindu Housewife, all residing at 37/1, Balaram Bose Ghat Road, Kolkata-700 025, hereinafter collectively referred to as the 'VENDORS' (which term or expression shall --

27 SEP 2005

End to A.K. BANERIEE

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Kolkata—1

A.S. V. Color

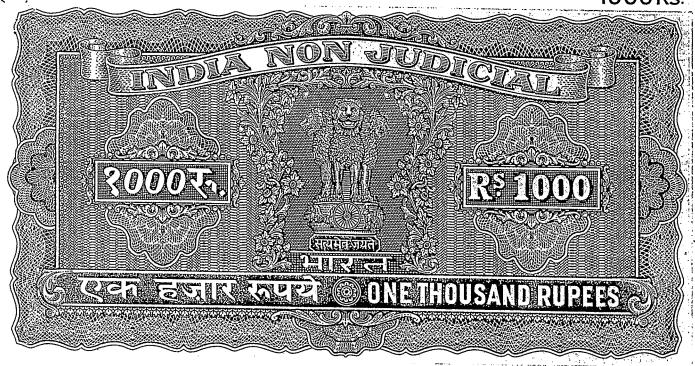
B. S. V.

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Rekha Mukhopadhyay



Smil Berneja Eft Parej Rhusan Bandan 22. R. G. Kar Road KOL-4 Busness



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unless excluded by or repugnant to the context be deemed to mean and include them and each of them, their and each of their respective heirs, executors, administrators, representatives, successors in office and assigns) of the ONE PART AND EXCELIO PROPERTIES PRIVATE LIMITED.

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A. K. SANERIEE

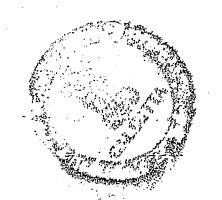
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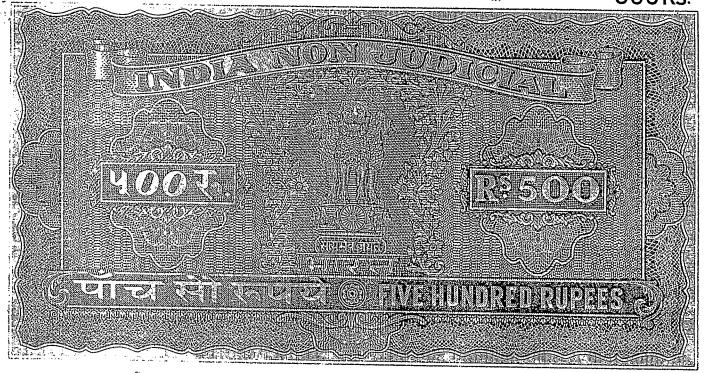
Old Post Office Street

Kolkata—1

B. S. VELLOR

30,000p. 3000p. 20,500p. 1000p.





पश्चिम बंगाल WEST BENGAL

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Act, 1050 and having its registered office at 46, B.B.Ganguli Street, Kolkata-700 012 hereinafter referred to as the 'PURCHASER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors, representatives and assigns) of the OTHER PART:

A. K. BANERIEE

Solici of Acceptable

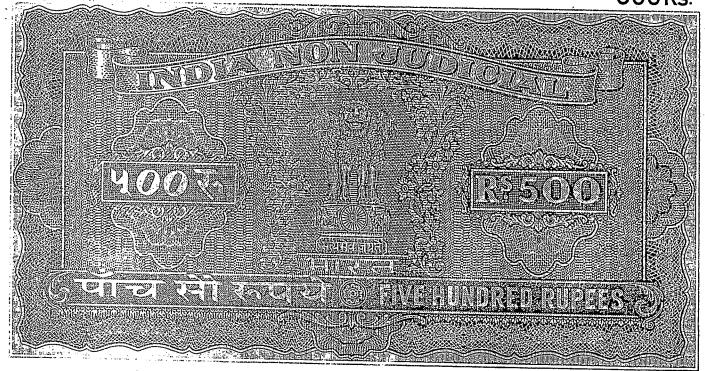
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321000p., 3000p., 22600p., 1000p. Es. 4000p.

TOTAL AMBIETALS



नांक्यरून पश्चिम बंगाल WEST BENGAL

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WHEREAS:

By a Deed of Family Settlement dated 21st March, 1954 and registered as Being No. 2396 in the office of the Sub-Registrar at Alipore (hereinafter referred to as the said Deed of Family Settlement) the Settlor therein viz. Jogendra Math Mukherjee, since deceased, the grand father of the Vendors settled the properties, inter alia, premises - Mo. 37/1, Balaram Bose Ghat Road, Kolkata-700 025 -

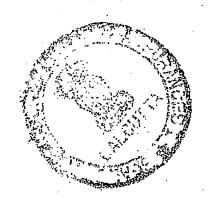
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OUTTANT OF THE ESTABLISM

and premises No. 63/1, Harish Chatterjee Street, Kolkata (hereinafter referred to as the Trust Properties) unto the Trustees viz. his son Satya Narain Mukherjee and Smt. Sunity Devi, both since deceased upon trust on the terms and conditions therein mentioned with absolute power of sale, partition and other dispositions and also with the power on the trustee to appoint new trustee.

- B. It was inter alia, contained in the said Deed of Family Settlement that the trust properties mentioned in the said Deed of Family Settlement would devolve absolutely and equally on the said Satya Narayan Mukhopadhyay or his heirs and on the sons of the said Nara Narayan Mukhopadhyay i.e. the said Anil Kumar Mukhopadhyay and the said Asru Kumar Mukhopadhyay two of the Vendors herein subject however to the other directions contained therein and also mentioned hereafter.
- G. It was, inter alia, provided in the said Deed of Family Settlement that on the death of the said Suniti Debi her two sons viz. the said Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay and on the death of the said Satya Narayan Mukhopadhyay, her wife Latika Devi would be appointed as the Trustees in their place, and stead.
- D. It was also contained in the said Deed of Family Settlement dated 21st March, 1954 that in the event of any difference of opinion in the management or maintenance of the trust property, the Trustees then in office would be entitled to partition or divide the trust property.



ABLEME ALTOTTECH ABLEMEN 1. DEBLANDER better management of the properties when the trust would come to an end though the Trustees would be entitled to superintend and manage the respective properties allotted after partition and to appoint Trustees over their respective shares/allotments.

- The said Satya Narayan Mukhopadhyay died on 25th August, 1966 and pursuant to the directions in the said deed his wife was appointed as the Trustees in his place and undivided half share in the said trust properties also absolutely devolved on the said Latika Devi according to the direction in the said Deed of Family Settlement.
- Due to difference in opinion in the management of F. the trust properties and also due to increase in the maintenance costs of the trust properties, the said Smt. Suniti Devi and the said Smt. Latika Devi, both since deceased, mutually divided and partitioned the trust properties by virtue of a Deed of Partition dated 27th March, 1974 which was registered as Being No. 1939 and recorded in Book No. I, Volume No. 51, Pages 173 to 175 for the year 1974 in the office of the Sub-Registrar at Alipore, whereby the said Suniti Devi, since deceased, was inter alia allotted the properties including the demarcated portion of premises No. 37/1, Balaram Bose Ghat Road, Kolkata and the demarcated portion of premises No. 63/1, Harish Chatterjee Street, Kolkata particularly described in 'Kha' schedule thereunder written and marked as Lot 'A' in the map or plan annexed thereto and thereon coloured or bordered 'Red' and the said Latika Devi. since



- UNDER TOTALETA

Ghat Road, Kolkata and the demarcated portion of premises No. 63/1, Harish Chatterjee Street, Kolkata particularly described in 'Gha' schedule thereunder written and marked as Lot 'B' in the map or plan annexed thereto and thereon bordered coloured 'Yellow'.

- G. After the partition as aforesaid, the said Suniti Devi, since deceased, continued to hold her share of the properties in trust as contained in the said Deed of Family Settlement.
- By a Deed of Appointment of New Trustee dated 27th March, 1987 and registered in Book No. I, Volume No. 108 Pages 1 to 10 Being No. 4737 for the year 1987 at the office of District Sub-Registrar at Alipore, the said Suniti Devi, since deceased, due to her old age and incapability to maintain the trust property, appointed her two sons viz. Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay, the first and second Vendors herein as a new trustees in her place and stead relinquishing her office and divesting all her powers and interests as trustee with all the power of disposition management, maintenance sale etc. of the trust properties in favour of the said new trustees pursuant to the terms contained in the said Deed of Family Settlement.
- The said Latika Devi died on 16th August, 1991 and the said Suniti Devi died on 25th January, 1994.

Volume No. 231, Pages 446 to 454, Being No. 9186 for the year 1989 at the office of the Registrar of Assurances at Calcutta the said Anil Kumar Mukhopadhyay and Asru Kumar Mukhopadhyay appointed Smt. Rekha Mukhopadhyay, the third Vendor herein, to act jointly with them with all such powers as are contained in the said Deed of Family Settlement.

- K. The Vendors are thus seized and possessed of and otherwise well and sufficiently entitled to ALL THAT the demarcated portion of premises No. 63/1, Harish Chatterjee Street, Calcutta marked as Lot 'A' in the map or plan annexed to the said Deed of Partition dated 27th March, 1974 and more fully and particularly described in the 'Kha' schedule thereunder written.
- The said premises No. 63/1, Harish Chatterjee Street is now known and numbered as 63/1B, Harish Chatterjee Street and is fully and particularly described in the First Schedule hereunder written (hereinafter referred to as the said premises or the said property).
- M. The said premises No. 63/IB, Harish Chatterjee Street is under the clutches of tenants for more than 40 (forty) years by generations paying an average monthly rent of Rs. 21/- according to both English and Bengali calender months. The rates and taxes of the Kolkata Municipal Corporation is also not realised from the tenants. The occupations of the tenants are not known. The portion of the said premises measuring more or less one cottah at



Thereunder Thiks tenants. The front portion of the said premises is under alignment of the Kolkata Municipal Corporation admeasuring more or less One Cottahs from the Municipal Road Harish Chatterjee Street now known as Premendra Mitra Sarani. The list of the tenants with the rent payable by them and name of the person claiming to be thika tenant is mentioned in the Second Schedule hereunder written.

- N. The Vendors declare that the said premises is free from all encumbrances, liens, lispendence, charges, trusts, wakf whatsoever but subject to tenants and the Vendors have marketable title to sell the said premises.
- O. The Purchaser has now agreed to purchase and the Vendors have now agreed to sell pursuant to the power, rights and authorities contained in the said Deed of Family -- Settlement All That the said premises No. 63/1B, Harish Chatterjee Street, Kolkata on as is where is basis i.e. subject to tenants and occupiers etc. recited hereinabove at or for a consideration of Rs. 5,00,000/- (Rupees Five lakhs) only free from all encumbrances whatsoever.
- P. The daughter of Latika Devi, deceased viz.

 Smt. Dhira Banerjee who had right of premption over the said premises pursuant to the terms in the said Deed of Partition dated 21st March, 1954 has passed away leaving her surviving three sons and one daughter viz. Sandip Banerjee, Sumit Banerjee Mohan Banerjee and Srabani Chakraborty have waived their right of premption over the said premises.
- Q. The Vendors have mutually agreed to receive the consideration in the manner following:-



THE EONIGE

iii) Smt. Rekha Mukhopadhyay - Rs.1,50,000/- and have requested the Purchaser accordingly.

NOW THIS INDENTURE OF CONVEYANCE WITNESSETH as follows :-

In pursuance of the said powers, rights and authorities under the said Deed of Family Settlement and in consideration of the said sum of Rs. 5,00,000/- (Rupees Five lakhs) only of lawful money of the Union of India in hand well and truly paid by the Purchaser to the Vendors in the proportion mentioned hereinabove at or immediately before the execution of these presents (the receipt whereof the Vendors do hereby and by the receipt hereunder written admit and acknowledge, and of and from the same and every part thereof do hereby acquit release and forever discharge the Purchaser and the said property hereby sold, conveyed, transferred, assigned and assured or expressed or intended so as to be) they the Vendors as the true, absolute and beneficial owners do hereby grant sell convey transfer alienate assign and assure unto the Purchaser ALL THAT the said property being premises No. 63/1B, Harish Chatterjee Street, Kolkata on 'as is where is basis' belonging to the Vendors by virtue of the said Deed of Partition dated 27th March, 1974 and fully and particularly mentioned and described in the First Schedule hereunder written OR HOWSOEVER OTHERWISE the said property or any part thereof now are or is or at any time or times heretofore were or was situated bounded called known

numbered described or distinguished TOGETHER WITH all and singular the pits areas yards compound boundary or other walls water courses drains ways paths passages advantages of ancient or other lights rights or other easements commodities appendages and appurtenances whatsoever to the said property belonging to or in anywise appertaining thereto or known as part parcel or member thereof or which with the same or any part thereof now are or is or at any time or times heretofore were or was usually held. occupied possessed or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders yearly monthly and other rents, issues, profits and emoluments thereof and of every part thereof AND all the estate right title and interest claim and demand whatsoever both at law and in equity whatsoever or the Vendors of into upon and out of the said property AND ALSO all deeds pattahs muniments writings and evidences of title whatsoever relating to or exclusively concerning with the said property or any part thereof TO HAVE AND TO HOLD the said property and all and singular other the premises hereby granted, sold, conveyed, elienated, confirmed, assigned and assured or expressed or intended to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances statutory or other charges, liens, lispendens, boundary or other disputes, easements, of any kind of trust, wakf, debauttar right or maintenance and/or residence, claims, demands and liabilities, prohibitory order attachment and/or proceedings of any kind whatsoever under any law for the



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with the Purchaser THAT NOTWITHSTANDING any act deed matter or thing by the Vendors or their predecessors in title or interest made done committed or knowingly permitted or suffered to the contrary they the Verdors pursuant to the said Deed of Family Settlement and the said Deed of Appointment of New Trustees dated 7th August, 1989 now have in themselves good right full power lawful and absolute authority and indefeasible title by these presents to grant, sell, convey, transfer, bargain, alienate, assign and assure the said property unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever in the manner aforesaid according to the true intent and meaning of these presents AND that the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said property and receive the rents, issues and profits thereof without any let suit eviction disturbance, hindrance, interruption claim or demand whatsoever lawfully or equitably claiming through under or in trust for them AND that all rates and taxes and other outgoings payable in respect of the said property have been paid up to date of these presents AND that free and clear, freely and clearly and absolutely acquitted exonerated and discharged of from or by the Vendors or any person or persons lawfully or equitably claiming through under or in trust for them and well and effectually saved defended kept harmless and indemnified of and from against all and all manner of former and other estates rights titles lines mortgages charges encumbrances attachments executions liabilities of any



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and lawfully claiming and/or to claim through or in trust for them AND FURTHER that the Vendors shall at all times hereinafter indemnify and deep indemnified the Purchaser or Purchasers against loss, damages, costs if any suffered by reason of any defect in the title of the Vendors or any breach of the covenants hereiunder contained AND they the Vendors do hereby forego their right of premption over the said property AND also they the Vendors and all other person or persons having or claiming any estate right title interest use trust property claim or demand whatsoever of into upon out of the said property from through under or in trust for them or from their predecessors in title or interest shall and will from time to time and at all times hereafter upon every reasonable request and costs of the Purchaser make do execute and perfect or cuse to be made done executed and perfected all such further and other assurances acts deeds and things whatsoever for further and more perfectly granting, selling, conveying, transferring, bargaining, alienating, assuring and confirming the said property unto and to the use of the Purchaser absolutely and forever in the manner afcresaid or as by the Purchaser shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the several one storied huts, kutcha structures etc. measuring about 4575 sft. together with piece
or parcel of land thereunto belonging measuring 9 Cottahs
5 Chittaks 30 sq.ft..a, little more or less situate lying at
and being premises No. 63/IB (previously demarkated portion



INDITION AN REGISTADA

-700 025, Police Station Kalighat, Ward No.73 of Kolkata Municipal Corporation butted and bounded in the manner following :-

On the North by : 63/34 and 63/4, Harish Chatterjee Street and 34A, Gobinda Ghosal Lane:

On the East by 34A, Gobinda Ghosal Lane;

On the South by Common passage Lot 'C', huts, wall, Corporation drain and 63/14, Harish Chatterjee Street;

On the West by Harish Chatterjee Street;

OR HOWSOEVER OTHERWISE the said premises is butted bounded called known numbered or distinguished and delineated in the map or plan amexure hereto and bordered 'Red' thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(63/1B, Harish Chatterjee Street, Kolkata-700 025. List of Tenants along with monthly rent).

1. M/s. Shri Krishna Bricks Mfg. Rs. 60/- per month.

2. Sri Priyabrata Bhattacharya Rs. 50/- per month.

3. Srimati Shibani Bhattacharya Rs. 25/- per month.

4. Sri Ramendra Nath Chatterjee Rs. 25/- per month.

Sri Bisheswar Bhattacharya Rs. 25/- per month.

Sri Bablu Pariel Rs. 38/- per month.

Rs. 10/- per month.

Rs. 15/- per month.

6.

5.

7. Sri Phanindra Nath Ghosh

8. Sri Phanindra Nath Ghosh'

VIVI TO BE EVILLE

Sri Purna Chandra Giri 77.

Rs. 15/- per month.

12. Srimati Sandhya Rani De Rs. 25/- per month.

13. Sri Tapan Kumar De

Rs. 10/- per month.

Sri Tapan Kumar De 14.

Rs. 22/- per month.

15. Sri Ajit Kumar Das Rs. 12/- per month.

Sri Dilip Bera 16.

Rs. 10/- per month.

1.7. Srimati Geeta Rani Das Rs. 10/- per month.

18. Sri Samar Roy

Nil

Heirs of late Jitendra Nath Das claimed as Thika Tenant.

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

SIGNED AND DELIVERED by the Vendors at Kolkata in the presence of : 1. Sunial Bandon 22. R. G. Ker Road

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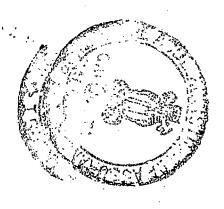
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Rekho Mukhopadhyay.

2. Anjarthur Millingin, Delli - High Cent, Calculte

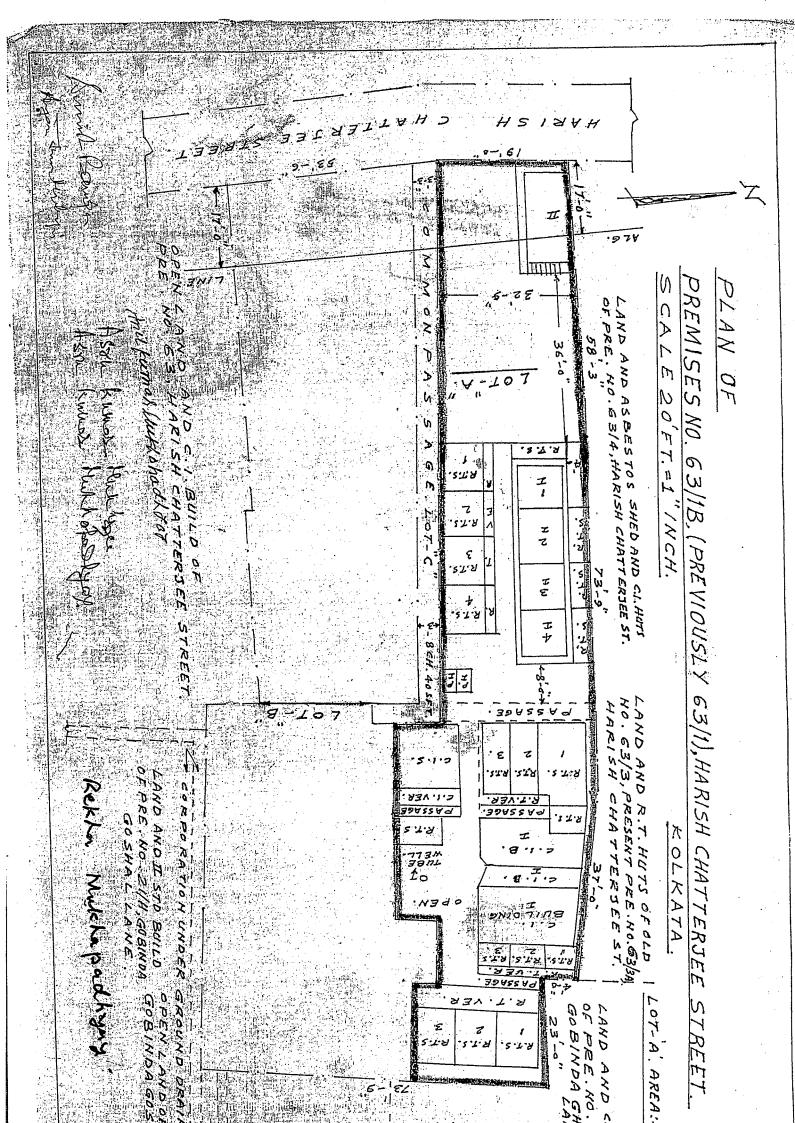
SIGNED AND DELIVERED by the Purchaser at Kolkata in the presence of : 1. Kninh Boing-

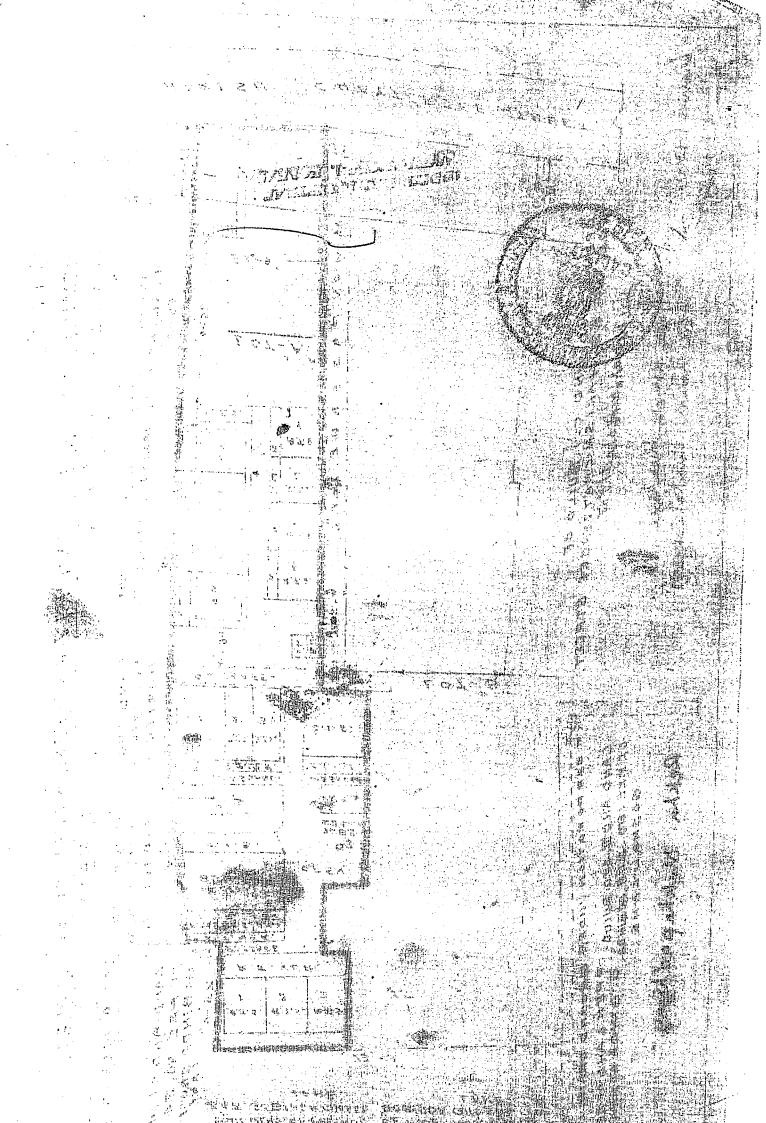
FOR EXCELLO PROPERTIES PVI. LTD.

2. Anjan thus Mongin



FINITURE ENDING







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

Endorsement For Deed Number: I - 06697 of 2012

(Serial No. 10070 of 2006)

On 06/09/2006

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

Presented for registration at 18.00 hrs on :06/09/2006, at the Private residence by Sandeep Goenka ,Claimant.

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

Execution is admitted on 06/09/2006 by

- 1. Anil Kumar Mukhopadhyay, son of Lt Nara Narayan Mukhopadhyay, 37/1, Balaram Bose Ghat Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin: -700025, By Caste Hindu, By Profession: Retired Person
- Asru Kumar Mukhopadhyay, son of Lt Nara Narayan Mukhopadhyay, 37/1, Balaram Bose Ghat Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession: Others
- 3. Rekha Mukhopadhyay, wife of Asru Kumar Mukhopadhyay , 37/1, Balaram Bose Ghat Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
- 4. Sandeep Goenka

Director, Excello Properties Pvt Ltd, 46, Bipin Bihari Ganguly Street, Kolkata, Thana:-Bowbazar, P.O. -, District:-Kolkata, WEST BENGAL, India, Pin:-700012.

By Profession: Others

Identified By S Banerjee, son of S B Banerjee, 22, R. G. Kar Road, Kolkata, Thana:-Chitpur, P.O. -, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700004, By Caste: Hindu, By Profession: Business.

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

On 07/09/2006

Payment of Fees:

Amount By Cash .

(Under Article : A(1) = 5489/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 07/09/2006)

Deficit stamp duty

Deficit stamp duty

1. Rs. 25100/- is paid, by the draft number 112709, Draft Date 05/09/2006, Bank Name STATE BANK OF INDIA, Kolkata Main Br, received on 07/09/2006

ODL. REGISTRAR OF ASSURANCE-I OF KOLLAT

EndorsementPage 1 or 2

21/07/2012 13:00:00





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

Endorsement For Deed Number: I - 06697 of 2012 (Serial No. 10070 of 2006)

2. Rs. 1000/- is paid, by the draft number 112801, Draft Date 06/09/2006, Bank Name STATE BANK OF INDIA, Kolkata Main Br, received on 07/09/2006

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 15/03/2012

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.-1,06,67,165/-

Certified that the required stamp duty of this document is Rs.- 640030 /- and the Stamp duty paid as: Impresive Rs.- 4000/-

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

On 21/07/2012

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. 610000/- is paid18835525/05/2012State Bank of India, BIPLABI ANUKUL CH STREET, received on 21/07/2012

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 21/07/2012

(Under Article : A(1) = 111848/-, Excess Amount = 52/- on 21/07/2012

(Ashim Kumar Ghosh ADDL. REGISTF

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 2 of 2

21/07/2012 13:00:00



RECEIVED of and from

the within named Purchaser the within mentioned sum of Rs. 5,00,000/-(Rupees Five lakhs) only being the consideration money as per memo below:

5,00,000/-

MEMO OF CONSIDERATION

By ray Order no. 043465 dt-5-9.6607 United Bould India Highlant Br. in forward of Ariel Kuenar Multoprollegay -By Pay Ords no. 643467 dt. 5-9.06 & CBI, cti'yh con B. i favoreg Ashra Kerrear Mulhoyelhyay By lay Orde no. 04340 9 at 5-9.06 & UBI, et yblowt. M. in pavered Kobba Mohho pudhyoy.

Rs. 200000F

Rs. 150800f

Ro. 1500 rof Pr. 5000006

(Rufeer Fixe Calls only) Anil Fumal Shakla hadh 707

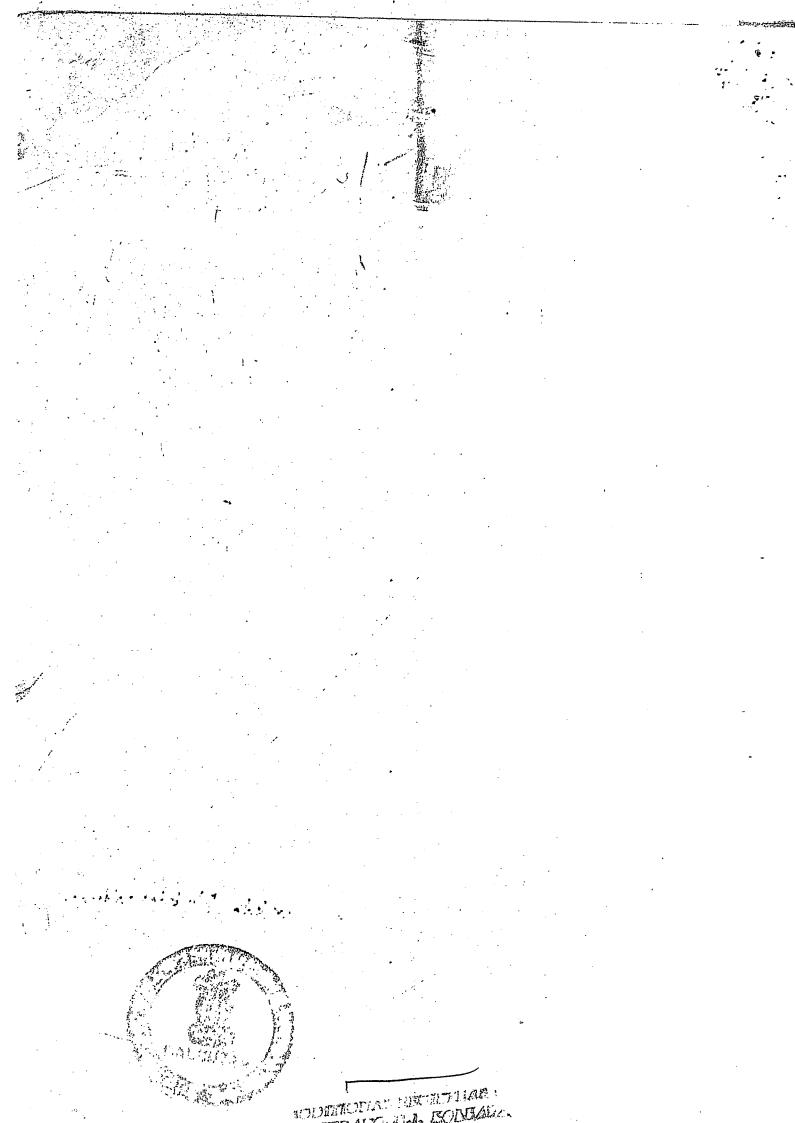
Asra knows Punhofoskyay

Rekh Mukhopadhyay.

WITNESSES

1. Sinia Bourpa

2 Anjan Same Melapa



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 14 Page from 9092 to 9117 being No 06697 for the year 2012.



(Ashim Kumar Ghosti) 25-July-2012 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal