

07713

I 247

07685 ANNEXURE-S



Market Value assessed - 25,41,146/-

R 22-12-05

STAMP AFFIXED BY

STAMP SUPERINTENDENT
ESTATE & COLLECTORATEP-13189
E-13196P-13189
E-13196**CONVEYANCE**

THIS INDENTURE is made this 10th day of November Two Thousand
 Three BETWEEN (1)SM. SHANTI DEBI SONI wife of Shyam Sundar Soni by
 religion Hindu by occupation housewife, (2)RAJENDRA KUMAR SONI son of
 Shyam Sundar Soni by religion Hindu by occupation business and
 (3)DHARMENDRA KUMAR SONI son of Shyam Sundar Soni by religion Hindu by
 occupation business, all at present of 2858, Chelpuri, Kinari Bazar, Delhi-110006,
 all formerly of 6, Banstala Gully, Kolkata-700007, hereinafter referred to as the

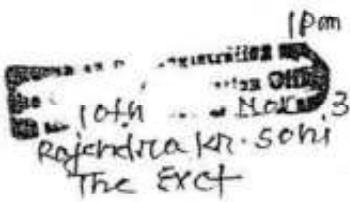


TRUE COPY

AMOUNT IN RUPEES Rs. 24762.00

22-12-05
MONDAY 4TH MONTH OF DECEMBER
YEAR 2005

248



✓ Rajendra Kumar Sohi



4249.

Rajendra Kumar Sohi
for Self and Co Constituted
Attorney of Shanti Daler Sohi
Dharmendar Kumar Sohi



TRUE COPY

✓ D. P. Banerjee
Advocate
C.I.T. Civil Court Calcutta

Official Register of Assessments
Calcutta

10/11/03

Official Register of Assessments
Calcutta 10/11/03

Rajendra Kr. Sohi 10/11/03
Shyam Sundar Sohi at
2858, Chelburti Kihari
Bazar, Delhi - 110006.
For self and co constituted
Attorney of Shanti Daler
Sohi, Dharmendar Kr. Sohi

D. P. Banerjee
Adv.
Civil Court
Calcutta

VENDORS (which expression unless excluded by or repugnant to the context shall include their respective heirs executors administrators legal representatives and assigns) of the ONE PART AND SAWARNSATHI TREXIM PRIVATE LIMITED, a private limited company having its registered office at 131, Cotton Street, Kolkata-700007, hereinafter referred to as the PURCHASER (which expression unless excluded by or repugnant to the context shall include its successors administrators and assigns) of the OTHER PART.

AND WHEREAS Maharaj Bahadur Singh, Dr. Kumar Bahadur Singh, Raj Bahadur Singh Tank alias Raj Singh Jain alias Jaswant Singh and Smt. Basant Kumar Devi wife of said Maharaj Bahadur Singh, Constituted a Mitakshara Joint Hindu Family AND said Joint Family was amongst others, owners of several movable and immovable properties including premises No.6, Banstolla Gully, Calcutta.

AND WHEREAS said Joint Hindu Mitakshara Family stood amicably dissolved on and from First day of January One Thousand Nine Hundred Seventy-seven and the movables and immovables of the joint family were distributed and/or allotted separately to those members of joint family and such allotments were duly recorded in a Registered Family agreement dated Eighteenth day of March, one thousand nine hundred Seventy-seven registered before the Registrar of Assurances, Calcutta, in Book No. I, Volume No.66, Pages 1 to 9 Being No.1094 for the year 1977;

AND WHEREAS in pursuance of said registered Family agreement dated 18th March, 1977 amongst others, the said premises No.6, Banstolla Gully Calcutta, was exclusively allotted to Dr. Kumar Bahadur Singh and since then he was exclusively seized and possessed of and otherwise well and sufficiently entitled to the said partly one and partly three storied premises No.6, Banstolla Gully, Calcutta, which is fully tenanted to several tenants.

AND WHEREAS by a registered Conveyance dated the Thirtieth June One Thousand Nine Hundred Eighty Seven registered before Registrar of Assurances, Calcutta, in Book No. I Volume No. 176 Pages 88 to 97 Being No.6798 for the year 1987 and for the consideration therein mentioned said Dr. Kumar Bahadur Singh sold and conveyed unto Sm. Shanti Devi Soni (Vendor No.1 herein)



TRUE COPY

250

-3-

absolutely and forever ALL THAT undivided one third share in said premises
No.6, Banstalla Gully, Calcutta,

AND WHEREAS by another registered Conveyance dated the Thirtieth June
One Thousand Nine Hundred Eighty Seven registered before Registrar of
Assurances, Calcutta, in Book No. I Volume No. 174 Pages 42 to 52 Being
No.6800 for the year 1987 and for the consideration therein mentioned said Dr.
Kumar Bahadur Singh sold and conveyed unto Rajendra Kumar Soni (Vendor
No.2 herein) absolutely and forever ALL THAT undivided one third share in said
premises No.6, Banstalla Gully, Calcutta,

AND WHEREAS by another registered Conveyance dated Thirtieth June One
Thousand Nine Hundred Eighty Seven registered before Registrar of Assurances,
Calcutta, in Book No. I Volume No. 176 Pages 38 to 108 Being No.6799 and for
the consideration therein mentioned said Dr. Kumar Bahadur Singh sold and
conveyed unto Dharmendra Kumar Soni (Vendor No.3 herein- then a minor and
now a major) absolutely and forever ALL THAT undivided one third share in said
premises No.6, Banstalla Gully, Calcutta.

AND WHEREAS thus the Vendors are absolutely seized and possessed of and
otherwise well and sufficiently entitled to ALL THAT premises no.6, Banstalla
Gully, Kolkata- 700007, as described in the Schedule hereunder

AND WHEREAS the Vendors have offered to sell the said premises No.6,
Banstalla Gully, Calcutta for a consideration of Rs. 12,00,000/- (Rupees Twelve
Lakhs) free from all encumbrances subject to existing tenants AND the Purchaser
has agreed to purchase the same for said price.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said
agreement and in consideration of Rs. 12,00,000/- (Rupees Twelve Lakhs) only
paid by the Purchaser to the Vendors on or before the execution of these
presents (the payment and receipt whereof the Vendors do hereby admit and
acknowledge and of and from the same and every part thereof do forever acquit
release and discharge the Purchaser and premises hereby conveyed) the
Vendors do hereby grant, sell, assign, convey, and assure unto the Purchaser
absolutely and forever ALL THAT the messuage land hereditaments and
premises situate and being partly one and partly three storied brick built house



TRUE COPY

together with land measuring 2(two) cottahs 10(ten) Chittacks 10(ten) square feet, being premises No.6, Banstolla Gully, Calcutta, more fully and particularly mentioned and described in the Schedule written hereinafter called and referred to for brevity's sake as demised premises TOGETHER WITH all singular house, out-houses, edifices buildings, court-yards, areas, compounds, sewers, drains, ways, paths, passage walls, water, water-courses, lights liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining to or with same or any part thereof or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed to or known as part or member thereof to belong or be appurtenant thereto AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit claim and demand whatsoever at law and in equity of the Vendors into or upon the said property or any part thereof TO HAVE AND TO HOLD all and singular the said premises hereby granted conveyed, and assured or expressed so to be with its rights, appurtenances unto and to the use of the Purchaser forever AND the Vendor doth hereby for himself and his representatives covenant with the Purchaser THAT NOTWITHSTANDING ANY act, deed, matter or thing whatsoever by the Vendors make done, committed or knowingly or willingly suffered to the contrary he the Vendor now has in himself good right full power and absolute authority to grant, convey and assure the said premises hereby granted, conveyed and or assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have occupy, possess and enjoy the said premises hereby granted subject to existing tenancies with the appurtenances and receive the rents issues and profits thereof and every part thereof to and for his own use and benefit, without any suit, lawful eviction interruption, claim and demand whatsoever from or by the Vendors or from or by any person or persons lawfully or equitably claiming or to claim by, from under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated released and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estate, title, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Vendor except the existing tenancies AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the demised premises shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such further and other lawful, acts, deeds and things,



TRUE COPY

251

matters and assurances whatsoever for better, further and more perfectly and absolutely granting and assuring the demised premises and every part thereof hereby granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the said Purchaser, its successors, survivors, representatives or assigns AND the Vendor doth hereby covenant with the Purchaser that he the Vendor has not done, committed or knowingly or willingly suffered or been party to any act, deed or thing whereby he is prevented from granting any conveying the demised premises in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered, or prejudicially affected in estate, title or otherwise howsoever.

SCHEDULE

ALL THAT the more than century ~~old~~ ^{partly} tenanted to several tenants partly one storied and partly three storied brick built messuages tenement or dwelling house together with the land thereunto belonging or on part whereof the same is erected and built containing by estimation 2 Cottahs 10 Chittacks and 10 Sq. ft. more or less situate, lying at and being premises No.6, Banstolla Gully, Holding No.177, Survey Block No. XVII IN THE North Divison of the town of Calcutta and butted and bounded in the manner as follows, that is to say, on the North by premises No.7, Banstolla Gully on the South by the premises No.4, Banstolla Gully on the East by the premises No.5, Banstolla Gully and on the west by Banstolla Gully, P. S. Posta, Ward No. 23 of Kolkata Municipal Corporation, brick built constructed area - Ground Floor - 1575 sq. ft., 1st Floor - 1125 sq. ft., 2nd Floor - 1025 sq. ft. (Total 3725 sq. ft.)

IN WITNESS WHEREOF the Vendors and Purchaser subscribes their hand and seal on the day month and year above written :-

SIGNED AND DELIVERED

in the presence of :

1. Arun Kumar Verma.
39, Burtolla Street.
Kolkata - 700007

2. D. P. Banerjee
2/15 Civil Court Colony

Shanti Devi Soni
by the son of Rajinder Kaur
Soni Constituted Attorney
Rajinder Kaur Soni
Bharminder Kaur Soni by the
son of Rajinder Kaur Soni
Constituted Attorney
VENDOR

TRUE COPY



253

MEMO OF CONSIDERATION

Received from the within mentioned Purchaser the within mentioned sum of
Rs.12,00,000/- (Rupees Twelve Lacs Only) in the manner following:-

1. By Pay Order No. 374835 dated 05.11.2003 drawn in favour of Shanti Devi Soni	4,00,000.00
2. By Pay Order No. 374833 dated 05.11.2003 drawn in favour of Rajendra Kumar Soni	4,00,000.00
3. By Pay Order No. 374834 dated 05.11.2003 drawn in favour of Dharmendra Kumar Soni	<u>4,00,000.00</u> <u>12,00,000.00</u>

(All Pay Orders drawn on Indian Overseas Bank)

Shanti Devi Soni by the son
of Rajendra Kumar Soni
Constituted Attorney

Rajendra Kumar Soni
Dharmendra Kumar Soni
by the son of Rajendra Kumar Soni
Constituted Attorney

Witnesses:

1. Arun Kumar Verma.

2. D. P. Bansal
Advocate

Drafted by me and typed
in my Chamber:
B. L. KULTHIA, Advocate
B. L. KULTHIA, Advocate

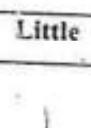
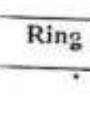
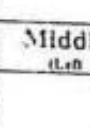
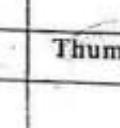
VENDOR



TRUE COPY

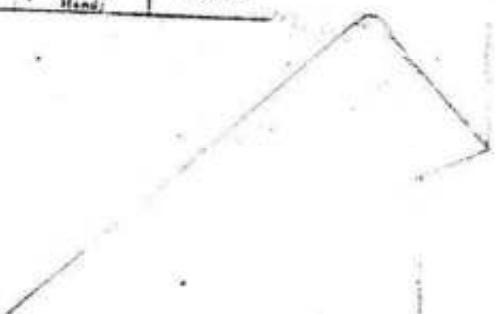
254

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the accused and or persons Presentans				
1					
	Little	Ring	Middle <small>(Left)</small>	Fore <small>(Left)</small>	Thumb
2					
	Thumb	Fore	Middle <small>(Right)</small>	Ring <small>(Right)</small>	Little
3					
	Little	Ring	Middle <small>(Left)</small>	Fore <small>(Left)</small>	Thumb
					
	Thumb	Fore	Middle <small>(Right)</small>	Ring <small>(Hand)</small>	Little



TRUE COPY



registered to - I
Book No. F
V. No. 9
D. No. 07685
for the year 2005

259

DATED THIS 10th DAY OF NOVEMBER 2003

DEED OF CONVEYANCE

BETWEEN

(1) SM. SHANTI DEBI SONI
(2) RAJENDRA KUMAR SONI
(3) DHARMENDRA KUMAR SONI

VENDORS

AND

SAWARSATHI TREXIM PRIVATE
LIMITED

PURCHASER



Drawn by

BAJRANG LAL KULTHIA

Advocate

City Civil Court, Calcutta

TRUE COPY