



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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20/09/2022
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Certified that the document is admitted the Registration. The signature sheets and the stamping sheets attached with the document are the part of this document.

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Register 142
Registration
Office, South in Progress

20 SEP 20/9/22 21/9/22

DEED OF CONVEYANCE

9-20 PM
20/9/22

THIS INDENTURE is made on this 20th day of September, 2022 (Two Thousand Twenty Two)

BETWEEN

(1) SMT. ARATI NANDI (PAN - AFCPN3498J), (Voter Identity Card No. WB/142/273186), wife of Late Ashoke Kumar Nandi, residing at 8/B,

- Shib Thakur Lane, Kolkata - 700007, P.O. - Kalakar Street, P.S. - Posta,
- (2) SMT. SUBHRA ADHYA (PAN - AKIPA8142R), (Aadhaar 5176 4716 0769), wife of Hemanta Kumar Adhya, residing at 50, Pataldanga Street, Kolkata - 700009, P.O. - Raja Ram Mohan Sarani, P.S. - Amherst Street; (3) SMT. SAMPA SEAL (PAN - BIVPS5940R), (Aadhaar 4123 1151 0443), wife of Late Jyotilal Seal, residing at 16, Round Tank Lane, Howrah - 711101, P.O. & P.S. - Howrah, by caste-Hindu, by occupation - Housewife, Owners 1 to 3 are heirs and legal representatives of Late Ashoke Kumar Nandi; (4) SMT. SABITA NANDI (PAN - ATKPN0124H), (Aadhaar 6558 3134 3488), wife of Late Bijoy Kumar Nandi, residing at 8/B, Shib Thakur Lane, Kolkata - 700007, P.O. - Kalkar Street, P.S. - Posta; (5) SMT. CHAITALI DUTTA (PAN - BJHPD4020L), (Aadhaar 6009 4174 0651) alias Chaitali Datta, wife of Barun Kumar Dutta, residing at Depara, Hooghly, Chinsurah (M), Hooghly - 712101, P.O. & P.S. - Chinsurah, Owners 4 and 5 are heirs and legal representatives of Late Bijoy Kumar Nandi; (6) SMT. ARUNA NANDI (PAN - AFHPN1200R), (Aadhaar 9818 6077 3238), wife of Late Nirmal Kumar Nandi, by caste-Hindu, by occupation - Housewife residing at Flat No. M/4, Cluster 2, Purbachal, Salt Lake, Kolkata - 700097, P.O. - Purbachal, P.S. - Bidhanagar; (7) SRI PRASANTA NANDI (PAN - AFLPN9879G), (Aadhaar 4326 9644 8250), son of Late Nirmal Kumar Nandi, residing at

Flat No. M/4, Cluster 2, Purbachal, Salt Lake, Kolkata - 700097, P.O. - Purbachal, P.S. - Bidhanagar; Owners 6 and 7 are heirs and legal representatives of Late Nirmal Kumar Nandi (✓8) **SRI BIMAL KUMAR NANDI (PAN - ADAPN8626J), (Aadhaar 4645 5181 8223)**, son of Late Gopinath Nandi, by caste-Hindu, by occupation-Retired Person, residing at 8/B, Shib Thakur Lane, Kolkata - 700007, P.O. - Kalkar Street, P.S. - Posta; (✓9) **SRI SANAT KUMAR NANDI (PAN - ABEPN9312K), (Aadhaar 3718 5409 3281)**, son of Late Gopinath Nandi, by caste-Hindu, by occupation - Retired Person, residing at 8/B, Shib Thakur Lane, Kolkata - 700007, P.O. - Kalkar Street, P.S. - Posta; (✓10) **SRI NETAI NANDI (PAN - ABPPN8692K), (Aadhaar 9871 1064 7021)**, son of Late Gopinath Nandi, by caste - Hindu, by occupation - Legal Practitioner, residing at 27D/13, Anupama Housing Complex, VIP Road, Kolkata-700052, P.O. - Airport, P.S. - Baguiati; (✓11) **SRI AMAR NATH NANDI (PAN - ACNPN4713C), (Aadhaar 9270 2484 2506)**, son of Late Sanatan Nandi, by caste-Hindu, by occupation-Business, residing at 1/6A, B.T. Road, Baranagar, Kolkata - 700036, P.O. - Bonhooghly, P.S. - Baranagar; (✓12) **SRI CHANDRA NATH NANDI (PAN - ABQPN1708F), (Aadhaar 6474 6791 8375)**, son of Late Sanatan Nandi, by caste-Hindu, by occupation - Retired Person, residing at Flat No.C-2, Oncar Enclave Apartment, 38, Purba Para Rajpur, Kolkata - 700153, P.O - Laskar Para, P.S. - Narendrapur; (✓13) **SRI PASUPATI NANDI (PAN - AACPN3035E), (Aadhaar 9301 9805 2146)**, son of Late Sanatan Nandi, by caste - Hindu,

by occupation - Retired Person, residing at Block C, Flat No.504, Jal Vayu Tower, New Town, Kolkata - 700156, P.O. - Newtown Area III, P.S. - Leather Complex, Bantala (14) **SRI SOMNATH NANDI** (PAN - ACJPN5918P), (Aadhaar 3377 8317 6677), son of Late Sanatan Nandi, by caste-Hindu, by occupation-Retired person, residing at C8, Flat No.3, HDFC Colony, G Block, Pune City, Maharashtra - 411019, P.O. - Chinchwad, P.S. - Hingewadi, Owners 8 to 14 are heirs and legal representatives of Late Sanatan Nandi; hereinafter referred to as the Party to the **"FIRST PART/OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, representatives and assigns).

AND

GILBANE DEVELOPERS PRIVATE LIMITED (PAN AAJCG9664L) (CIN - U70109WB2022PTC256194) having registered office at 11G, Tanti Bagan Road, Kolkata - 700014, P.S. Beniapukur, P.O. - Entally represented by its Director, **ATIF ANEES** (PAN - AXTPA6491P) (Aadhaar - 3162 6791 1996) son of Anees Ahmad of 1 Bazbahadur Kote Qila Road, Sadar, Azamgarh, Uttar Pradesh - 276001 and at present residing at 118, Elliot Road, Kolkata - 700016, P.S. & P.O. - Park Street; (2) **DELPRO ENCLAVE PRIVATE LIMITED** (PAN - AAFCD2215C), (CIN - U70102WB2013PTC190285), having registered office at 16, Royd Street, Kolkata - 700016 P.S. - Park Street, P.O. - Park Street, represented by its

Director, SAIF ZIA (PAN - ABJPZ5620P) (Aadhaar - 3633 0709 2857) son of Mohammed Ziauddin residing at Block - 2, Flat - 11A, 11th Floor, Ekta Floral, 27 Christopher Road, Kolkata - 700046, P.S. Tangra, P.O. - Tangra; hereinafter referred to as the Party to the **"SECOND PART/PURCHASERS"** (which expression shall, unless excluded by or repugnant to the context, wherever the context so requires or admits, mean and include its respective successors, administrators, representatives, successors-in-title and permitted assigns).

AND

INTALLY TALKIES PVT LIMITED (PAN - AAACI5521P) (CIN - U92199WB1959PTC024176) having registered office at 2/3B, Dr. Suresh Sarkar Road, Kolkata - 700014, P.S. - Entally, P.O. - Entally, represented by its Director, ANIRBAN DAS (PAN - AFQPD3419R) (AADHAAR - 3649 6359 6793) son of Late Arun Das, by faith - Hindu, by Occupation - Business, residing at 10A, Santosh Mitra Square, Kolkata - 700012, P.S. - Muchipara, P.O. - Muchipara; hereinafter referred to as the **"CONFIRMING PARTY"** (which expression shall, unless excluded by or repugnant to the context, wherever the context so requires or admits, mean and include its respective successors, administrators, representatives, successors-in-title and permitted assigns).

WHEREAS

- A. One Rai Bahadur Shib Charan Nandi was the absolute and sole owner of several properties including the premises No. 2/2, 2/3, and 2/4, South Road, Entally, Kolkata hereinafter referred to as the said properties.
- B. The said Shib Charan Nandi died intestate leaving behind three sons namely Ashutosh Nandy, Sambhunath Nandy and Kashinath Nandy all deceased and one daughter namely Tarak Dassi who died without any issue and accordingly the right, title and interest in respect of the aforesaid properties devolved upon his three sons namely Ashutosh Nandy, Sambhunath Nandy and Kashinath Nandy in equal $1/3^{\text{rd}}$ share each.
- C. The legal heirs of Sambhunath Nandy namely Baidyanath Nandi, Gopinath Nandi and Biswanath Nandi instituted Suit No. 2090 of 1924 and in the said Suit an Arbitrator namely Sri K.D. Mallick was appointed by High Court of Judicature at Fort William in Bengal.
- D. The said learned Arbitrator filed his award on 8th August, 1925 and decree was passed as per said award. In the said award Lot "C" i.e. one third share of 2/2, 2/3 and 2/4, South Road, Entally, Kolkata now known as 2/3B, and 2/4B, Dr. Suresh Sarkar Road, Kolkata - 700014 allotted to heirs and legal representatives of Sambhu Nath Nandi namely Baidynath Nandy, Gopinath Nandy and Biswanath

2/33

Nandy similarly 1/3rd share of Premises No. 2/2, 2/3, and 2/4, South Road, Entally, Kolkata now known as 2/3B, and 2/4B, Dr. Suresh Sarkar Road, Kolkata - 700 014 allotted to Becharam Nandi, Sanatan Nandi, Radha Madhab Nandi and Madan Mohan Nandi.

- E. Subsequently by a deed of partition dated 14.08.1969, Gopinath Nandi became the absolute owner of premises no. 2/4B Dr. Suresh Sarkar Road, Kolkata - 700 014 (formerly known as South Road, Entally) admeasuring an area of 7 Cottah 10 Square feet. After the demise of Gopinath Nandi his six sons Ashoke Kumar Nandi, Bijoy Kumar Nandi, Nirmal Kumar Nandi, Bimal Kumar Nandi (Owner 8 herein), Sanat Kumar Nandi (Owner 9 herein) and Netai Nandi (Owner 10 herein) became owners of the aforesaid property.

- F. Thereafter upon death of Nirmal Kumar Nandi his right, title and interest in respect of 1/6th undivided share in respect of 2/4B Dr. Suresh Sarkar Road, Kolkata - 700014 devolved upon his wife, Aruna Nandi and son Prasanta Nandi (Owners 6 and 7 herein). Upon the death of Bijoy Kumar Nandi on 07.08.2019 his 1/6th undivided share devolved upon his wife Sabita Nandi and daughter Chaitali Dutta nee Nandi (Owners 4 and 5 herein) and upon the death of Ashoke Kumar Nandi on 02.12.2002 his 1/6th undivided share devolved his wife Arati Nandi and her two daughters Subhra Adhya nee Nandi and Sampa Seal nee Nandi (Owners 1, 2 and 3 herein).

- G. By another deed of Partition dated 12.12.1968, Sanatan Nandi became the absolute owner of premises no. 2/3B Dr. Suresh Sarkar Road, Kolkata - 700 014 (formerly known as South Road, Entally) admeasuring an area of about 4 Cottah 14 Chittak 10 Square feet.
- H. After the death of Sanatan Nandi on 10.12.2000, the right title and interest in respect of aforesaid property being premises no. 2/3B Dr. Suresh Sarkar Road, Kolkata - 700 014 (formerly known as South Road, Entally) admeasuring an area of about 4 Cottah 14 Chittak 10 Square feet devolved upon his four sons namely Amar Nath Nandi, Chandra Nath Nandi, Pashupati Nandi and Somnath Nandi (Owners 11 to 14 herein) in 1/4th share each.
- I. Sanatan Nandi, before his death, made his last will and testament dated 20.04.1997 by which he gave, devised and bequeathed the aforesaid property in favour of his said four sons and subsequently upon an application filed by the Executor, probate of the will was granted by the Hon^{ble} High Court IN PLA No. 189 of 2001.
- J. The said properties being premises no. 2/4B, Dr. Suresh Sarkar Road, and 2/3B, Dr. Suresh Sarkar Road, Kolkata have been subsequently amalgamated and renumbered as 2/3B, Dr. Suresh Sarkar Road, Kolkata which admeasures 12 Cottah 4 Chittak.

K. One Harendra Nath Das was the original lessees by virtue of registered Deed of Lease in 1931 for a period of 21 years in respect of the aforesaid premises at Dr. Suresh Sarkar Road, Kolkata - 700014 wherein a cinema hall was constructed known as "Entally Talkies" and after the demise of Harendra Nath Das, Provat Kumar Das and Arun Kumar Das became the lessees.

L. Subsequently, the lessees formed a company under the name and style of "Intally Talkies Pvt Limited" and the said cinema hall thereafter, came under the management and purview of Intally Talkies Pvt Limited, the Confirming Party herein.

M. Subsequently, after the expiry of lease, a suit being Title Suit No. 31 of 1953 was instituted by the Owners before Ld. 9th Sub Judge Alipore Court for eviction and recovery of Khas possession against the lessees. Thereafter, the said suit was settled by filing Solenama (compromise) whereby the lease was extended for a period of 20 years and thereafter for a further period of 10 years. The stipulated period expired on 31st August 1980.

N. The Confirming Parties failed to handover peaceful, vacant possession of the demised property to the Owners, a suit being Title Suit No. 82 of 1983 was filed before Ld. 9th Sub Judge Alipore Court for eviction and recovery of possession. The said suit was decreed

on 27.05.1987 in favour of the Owners for recovery of possession by evicting the defendants (confirming party herein) therefrom and the said decree has also been subsequently put into execution.

- O. It was inter-alia stipulated in the said Deed of Lease that the confirming party would bear and pay the entire municipal taxes levied by Kolkata Municipal Corporation and after expiry of the lease the confirming party would deliver peaceful, vacant possession of the demised premises with all its structure, fixtures and fittings to the owners.
- P. Owing to non-payment of Municipal Tax for years together the total amount of arrear taxes has come to an enormous amount of Rs. 2,37,06,948/- (Two Crore Thirty Seven Lakhs Six Thousand Nine Hundred Forty Eight only) and the confirming party are not in a position and/or incapacitated to pay off the entire amount of arrear taxes.
- Q. In compliance with the decree passed in the aforesaid suit the confirming party has realized the futility in extending the matter further and accordingly decided to handover/deliver peaceful vacant possession of the aforesaid property being premises no. 2/3B, Dr. Suresh Sarker Road, Kolkata - 700014, Police Station -

Entally with immediate effect in free will and volition, without any undue influence.

R. Having been approached by the Purchasers, the Confirming Party agrees to surrenders all it right and interest in respect of the demised portion including the furniture, fixture and other belongings and to facilitate the same an amount of Rs. 50,00,000/- (Rupees Fifty Lakh only) is being paid by the Purchasers to the Confirming party on account of the compensation for aforesaid movable assets and also for meeting up and/or liquidate liabilities, if any, for effecting a same to be free from all encumbrances and simultaneous hereof the Confirming Party is parting with possession of the demised portion to the Purchasers.

S. NOW it is agreed by and between the parties as follows:

- i) The Owners are selling the property in 'as is where is basis'.
- ii) All outgoings, revenue and arrear municipal taxes amounting to Rs. 2,37,06,948/- as aforesaid shall be borne and paid by the Purchasers. The Owners and Confirming Parties shall not be held liable for payment of arrear municipal taxes.
- iii) However, the Purchasers shall clear up the dues and obtain the necessary no objection from the competent authorities

including the settlement with staff in respect of 'Entally Talkies'.

- iv) Relying upon the representation made by the Owners and the Confirming Parties the Purchasers have agreed to purchase the property after being fully satisfied with the title of the Owners and the present state of affairs in respect of the said property being premises No. 2/3B, Dr. Suresh Sarkar Road, Kolkata - 700014.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement between the parties and in consideration of a sum of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs only) paid to the Owners the receipt of which the Owners hereby acknowledge and a sum of Rs. 50,00,000/- (Rupees Fifty Lakhs only) paid to the Confirming Party by the Purchasers towards the compensation for transferring the movable assets hereinbefore stated and parting with possession thereof and release the Purchasers the receipt of which the Confirming Party hereby acknowledges from each part of it and the Owners do hereby grant, transfer, convey, assure and assign unto the Purchasers free from all encumbrances **ALL THAT** the said piece and parcel of land admeasuring an area of 12 Cottah 4 Chitak be the same a little more or less together with brick built structure with asbestos shade lying and situate thereon being premises no. 2/3B, Dr. Suresh Sarkar Road, Kolkata - 700014, P.S.

- Entally more fully and particularly described in the Schedule 'A' hereunder and proportionate right and interest in the common areas TOGETHER WITH permanent hereditary and absolute and exclusive transferable and irrevocable rights, title and interest over the "said property" AND TOGETHER WITH every kind of benefits, advantages of lights, ways, paths, common or other passages, water, water courses, easements, privileges, appendages and appurtenances whatsoever to the said property belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or the appurtenant thereto AND ALL THE estate, right, title, interest, claim demand whatsoever of the Owners into or upon the same and every part thereof in law and equity of the Owners TO HAVE AND TO HOLD the said property hereby granted, conveyed, sold, transferred and assigned unto and to the use of the Purchasers absolutely and forever free from all sorts of encumbrances and the Owners do hereby covenant with the Purchasers that notwithstanding any act, deed or thing done by the Owners or their predecessor in interest, the Owners have in them good right, full power and absolute authority to sell the said property as is being done by this instrument and that the title that is being transferred by the Owners to the Purchasers does not suffer from any latent or patent defect or any clog on title and there is no impediment or bar under any law statute, contract or order of Court preventing the Owners from selling the said property and nothing shall alter destroy or make void the absolute title of ownership that is being

obtained by the Purchasers and the Owners keep the Purchasers harmless and indemnified in this behalf and the Owners do further covenant with the Purchasers that the property hereby conveyed is not subject of any charge, lien, life interest, attachment, trust, debuttar, requisition, acquisition, scheme or alignment whatsoever and the Purchasers shall be fully entitled to use, enjoy and absolutely own the property hereby conveyed without any hindrance, claim, question or demand AND the Owners do hereby covenants with the Purchasers that the possession of the said property in its entirety has been delivered to the Purchasers and further that all proportionate share of and all other outgoings in respect of the said property is hereby conveyed to the Purchasers AND THAT notwithstanding any act deed matter or thing done whatsoever by the Owners or any person lawfully or equitably claiming by from or through under or in trust for them made done commit or committed or intentionally suffered to the contrary to the Owners, now are lawfully and as absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing, whatsoever, to alter, defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing, whatsoever, as aforesaid the Owners now have got marketable right, full power and lawful and absolute authority to sell, convey,

transfer, assign and assure the said property hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and to the use of the Purchasers absolutely in the manner as aforesaid free from all encumbrances, charges, liens, attachments, whatsoever, hereby conveyed and assured and intended so to be unto and to the use of the Purchasers, their successor or successors in office and may at all times hereafter peaceably and quietly possess and enjoy the "said property" and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owners or any person or persons lawfully or equitably claiming from under or in trust for it AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Owners or any person or persons lawfully or equitably claiming from under or in trust for them and further that the Owners and all person or persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for the Owners shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the 'said property' and every part thereof as also the said rights and privileges unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required.

SCHEDULE 'A'

(The property)

ALL THAT the piece and parcel of land admeasuring 12 Cottah 4 Chittak be the same a little more or less together with a 90 year old, dilapidated one storied brick built structure with asbestos shade, cemented flooring admeasuring about 2075 square feet lying and situate thereon being premises no. 2/3B, Dr. Suresh Sarkar Road, Kolkata - 700014, P.S. - Entally, P.O. - Entally, under Ward No. - 054 of the Kolkata Municipal Corporation bearing Assessee No. 110540300082 , butted and bounded as follows:

ON THE NORTH : 2/4A, Dr. Suresh Sarkar Road;

ON THE SOUTH : 155A, AJC Bose Road, Kol - 14

ON THE EAST : 3/1, Dr. Suresh Sarkar Road;

ON THE WEST : Passage.

SCHEDULE 'B'

(tenants/occupiers/trespassers)

List of tenants/trespassers/occupiers inducted over the years by the erstwhile lessees:

S1 No.	Name	Rent per month (Rs.)
1.	Shahbaaz Ali Ahmed	250/-
2.	Shahnawaz Alam	700/-
3.	Firoz Ahmed	240/-
4.	Farrokh Shabbir	350/-
5.	Ejaz Ahmed	75/-

IN WITNESS WHEREOF the parties hereunto put their respective hands,
signed, sealed and delivered on the day, month and year first noted above.

SIGNED, SEALED AND DELIVERED by

the within named **OWNERS** at Kolkata

In the presence of:

Witnesses:

1. Pushpa Sen.
W/O LARUN KR DAL
FO/A, SANTOSH MITRA
SQUARE: KOLKATA
700012

Arati Nandi

Arati Nandi

2. Subrata Nandi
(Adv)
S/O Amar Nath Nandi
116/A B. T. Road
Kolkata 700018

Subra Adhya

Subra Adhya.

Sampa Seal

Sampa Seal

Sabita Nandi

Sabita Nandi.

Chaitali Dutta

Chaitali Dutta.

Aruna Nandi

Aruna Nandi

7. Prasanta Nandi
Prasanta Nandi

8. Bimal Kumar Nandi
Bimal Kumar Nandi

9. Sanat Kumar Nandi
Sanat Kumar Nandi

10. Netai Nandi
Netai Nandi

11. Amar Nath Nandi
Amar Nath Nandi

12. Chandra Nath Nandi
Chandra Nath Nandi

13. Pasupati Nandi
Pasupati Nandi

14.

Somnath Nandi

GILBANE DEVELOPERS PRIVATE LIMITED

Director

Director

GILBANE DEVELOPERS PRIVATE LIMITED

Director

Signature of the Purchasers

For INTALLY TALKIES PVT. LTD.

Director

Signature of Confirming Party

Vide Board Resolution dated
12.09.2022