11275/08

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म्ह्रियवका पश्चिम बंगाल WEST BENGAL

Certified that the Borisment is admitted to Registration. The Sociative Sheet and the endorsement sheets attacked in the focument are the part of this Books and 904976

Auditional Registrar 3.12.08 of Assurances-11, Keikata





# DEED OF SALE

THIS INDENTURE made on the 3rd day of December Two

Thousand and Eight (2008) BETWEEN

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Pro-servit A)

3-12-08.



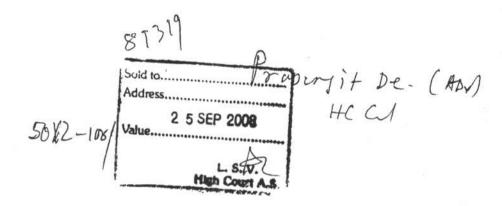
পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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(1) ABHIJIT GANGOPADHYAY (GANGULI), (2) ARIJIT GANGULI and

(3) ASHIJIT GANGULI, all sons of Late Adham Taran Ganguli, and



permanently residing at 30, Northern Avenue, P.S.- Sinthee, Kolkata-700 030 (hereinafter referred to as the 'VENDORS') which expression shall, unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators and representatives, of the ONE PART.

#### AND

M/S. SUBURBAN-ESTATES (PVT.) LIMITED, a Private Limited Company registered under Indian Companies Act, 1913, and having its registered office at 23D, Gopal Chandra Chatterjee Road, P.S.-Cossipore, Kolkata-700 002, (hereinafter referred to as the 'PURCHASER'), which expression shall also include its successors-in-interest and assigns, of the OTHER PART, WITNESSES as follows:-

WHEREAS, One Nanibala Debi, deceased, widow of Mohit Mohan Chatterjee, deceased, resident of 23D, Gopal Chandra Chatterjee Road, Kolkata-700 002, was the absolute owner of Premises No. 23/2, Gopal Chandra Chatterjee Road, P.S.-Cossipore, Kolkata-700 002;

AND WHEREAS, upon the death of the said Nanibala Debi, intestate, on 03.03.1969, the said property devolved upon her only son, Beni Madhab Chatterjee, deceased, as the sole heir and legal representative of the said Nanibala Debi, deceased;

AND WHEREAS, the said Beni Madhab Chatterjee died intestate in October 1981, leaving behind his widow Labanyamoyee Debi, only son Pranab Kumar Chatterjee and four daughters — Purnima Ganguli, Anima Chakraborti, Pratima Chakravarti and Nilima Banerjee, as his heirs and legal representatives;

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AND WHEREAS, upon the death of Labanyamoyee Debi, intestate, on 21.12.1995, her 1/6<sup>tt</sup> share in the said property devolved upon her son, Pranab Kumar Chalterjee and four daughters – Purnima Ganguli, Anima Chakraborti, Pratima Chakravarti and Nilima Banerjee, in equal share and accordingly each of the said five heirs/legal representatives of the said Labanyamoyee Debi became owner of undivided 1/5<sup>th</sup> share of the said property;

**AND WHEREAS**, the said Purnima Ganguli died intestate on 13.10.2006 leaving her surviving three sons — namely Abhijit Gangopadhyay (Ganguli), Arijit Ganguli and Ashijit Ganguli, (the Vendors abovenamed) as her heirs and legal representatives, who thereupon became the joint owners of the undivided 1/5<sup>th</sup> share of the said property belonging to their deceased mother;

AND WHEREAS, upon being approached by the Purchaser Company, the Vendors abovenamed had agreed to transfer, assign, assure and confirm unto and the Purchaser and/or their assigns their undivided 1/5<sup>th</sup> share in the property for a consideration of Rs.2 lakhs (Rupees two lakhs only);

AND SRI ARIJIT GANGULI, (two of the Vendors abovenamed) being employed in Jamshedpur and Ahmedabad respectively and unable to travel to Kolkata because of heavy preoccupation with their work, had executed and registered a Power of Attorney being No. 00023 of 2007 dated 03.10.2007 before the Additional Registrar of Assurances-II, Kolkata, in



favour of their youngest brother **SRI ASHIJIT GANGULI**, (the other Vendor), inter alia, authorizing him to appear before the relevant Registrar of Assurances, Kolkata, to present for registration the instant deed of transfer executed by them, to admit execution thereof and to sign and deliver proper receipt in respect of the same;

possession and enjoyment of the said property ever since 1961 with the full knowledge and consent of Nanibala Debi, deceased, and Beni Madhab Chatterjee, deceased, being the erstwhile owners of the property and predecessors-in-interest of the Vendors abovenamed, and the same is also mutated in Kolkata Municipal Corporation records in the name of the Purchaser Company, alongwith the adjoining premises being 23, 23/1, 23/3 and 23A, Gopal Chandra Chatterjee Road, Kolkata-700 002, all belonging to the Purchaser Company, who has been paying all taxes and outgoings due and payable in respect of the same, and the Vendors had and have no right, title, interest or claim whatsoever in respect of the said premises;

#### **NOW THIS DEED WITNESSES AS FOLLOWS:-**

In consideration of the sum of Rs.2,00,000/- (Rupees Two Lakhs only) paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge), the Vendors hereby grant, convey, transfer, assign and assure to and unto the Purchaser abovenamed and/or their assigns, the undivided 1/5<sup>th</sup> share of the Vendor by way of sale of the said property being freehold land, measuring 2 Cothas 9 Chittaks more or less, with dilapidated pucca structure measuring about 100 sq.ft. having tiled



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roof, together with the right, title and interest of the Vendors in the common passage(s) to the South and West thereof, more fully described in the Schedule given hereunder, and all other easement and other rights appurtenant thereto: TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple unto the Purchaser free from encumbrances absolutely and forever; AND the Vendors hereby covenant with the Purchaser that notwithstanding any act, deed or thing done by the Vendors (or any of her predecessors in title), including any earlier settlement by and between the parties, they, the Vendors have good right, full power and absolute authority to grant, convey and transfer the said land, hereditaments and premises unto the Purchaser in manner aforesaid; And that the Purchaser shall and may at all times hereafter peaceably and quietly posses and enjoy the same and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any persons having or lawfully claiming from under or in trust for the Vendors (or any of their predecessors in title) or any person or persons having or lawfully claiming as aforesaid; And further that they, the Vendors, and all persons having or lawfully claiming any estate or interest in the said land, hereditaments and premises or any part thereof from, under or in trust for the Vendors (or from or under any of their predecessors in title) shall and will at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed, all such acts, deeds and things whatsoever for further and more perfectly assuring the said land, hereditaments and premises and every part thereof unto the Purchaser as may be reasonably required.

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ON THE NORTH BY : Premises No. 46, Barrackpore Trunk Road;

: Premises No. 23A, Gopal Chandra
Chatterjee Road, belonging to the
Purchaser Company;

Common passage followed by vacant land belonging to the Purchaser Company being premises No. 23/1, Gopal Chandra Chatterjee Road;

ON THE SOUTH BY

 Common passage followed by vacant land belonging to the Purchaser Company, being premises No. 23/3, Gopal Chandra Chatterjee Road;



**IN WITNESS WHEREOF**, the said Vendors and Purchaser have hereunto set and subscribed their respective hands and seals on the date, month and year hereinabove written.

#### WITNESSES:

1. Binoy of Gehall 33. Me Lead St-ROI - 17 Arjet Jangul.
Arjet Jangul.
Arbeigit Openpul.

(VENDORS)

2. Md. NOOr Alam 33. Mclead Street. Wolkola- 708017

Suburban Estates (Pvt) Ltd.

Rangit Challeyer

Director

(PURCHASER)

Project by.

Prosenit De.

Advocate.

Good of Post office Street.

First Floor, Form No - 35.

Colomba - Fro ool.



# MEMO OF CONSIDERATION

**RECEIVED** from within named **FURCHASER** the sum of Rs.2,00,000/(Rupees Two Lakhs) only being full and final payment towards the consideration money within mentioned as per memc below:-

CHEQUE NO.	DATE	BANK/BRANCH		AMOUNT	
128390	01.11.2008 01.11.2008	UCO BANK, CIRCUS AVENUE -dO-	Rs. Rs.	66,666.66/-	
10,000	01.11.2008	-do-		66,666.67/	

11-00

Total Rs. 2,00,000/-

### WITNESSES

1. Brnay Nor Ghosh 33, Me head St WOI-17

2. Md. NOOV Alam 33, Mclead Street. Walkela-700017 Amil- Coppadlymy

Arget Gange

(VENDORS)



METILIONAL Pegis Their Assaulances II

# SPECIMEN FORM FOR TEN FINGERPRINTS

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		Left Hand			-			
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fadly	7	Right Hand						
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1000	1		Thumb	Fore F	inger	Middle Finger	Ring Finge	er Little Finger
		Right Hand	To literate the second			ringer		

## 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. 11275 / 2003, Deed No. (Book - I , 10101/2008)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date		
Ranjit Chatterjee	03/12/2008	LTI 03/12/2008	Lanajit Chatter 3.12.08.		

II . Signature of the person(s) admitting the Execution at Office. Signature **Finger Print** Photo SI No. Admission of Execution By Status Agent by Ashijit Ganguli 1 Authenticated Address -30, Northan AvenueKolkata-700030 Power 03/12/2008 03/12/2008 Agent by Ashijit Ganguli 2 Address -30, Northan AvenueKolkata-700030 Authenticated Power LTI 03/12/2008 03/12/2008 Self Ashijit Ganguli 3 Address -30, Northern Avenue Kolkata LTI

03/12/2008

03/12/2008

Ranjit Chatterjee Address -23d, Gopal Chandra Chatterjee Road Kolkata

Self



03/12/2008 03/12/2008

Name of Identifier of above Person(s)

Prasenjit De PS-...,High Court Calcutta

Signature of Identifier with Date Prosenis of

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

3.12.08

03/12/2008

### Government Of West Bengal Office of the A. R. A. - II KOLKATA 5 & 6, Govt Place ( North) , KOLKATA

Endorsement For deed Number :1-10101 of :2008 (Serial No. 11275, 2008)

#### On 03/12/2008

### Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Indian Stamp Act 1899.

#### Payment of Fees:

on:03/12/2008 Fee Paid in rupees under article : A(1) = 3828/- , I = 55/- , M(a) = 25/- , M(b) = 4/-

# 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- 348939/-

Certified that the required stamp duty of this document is Rs 20936 /- and the Stamp duty paid as: Impresive Rs- 100

#### Deficit stamp duty

Deficit stamp duty 1.Rs 12000/- is paid, by the draft number 110015, Draft Date 10/11/2008 Bank Name State Bank Of India, KOLKATA, received on:03/12/2008. 2.Rs 8840/- is paid, by the draft number 110853, Draft Date 03/12/2008 Bank Name State Bank Of India, KOLKATA, received on :03/12/2008.

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

Presented for registration at 14.11 hrs. on:03/12/2008, at the Office of the A. R. A. - II KOLKATA by Ranjit Chatterjee, Claimant.

## Admission of Execution(Under Section 58)

Execution is admitted on 03/12/2008 by

1. Ashijit Ganguli, son of Late Adham Taran Ganguli ,30, Northern Avenue Kolkata ,Thana Sinthee,Pin 700030,

By caste Hindu, by Profession : Others

2. Ranjit Chatterjee, Director, M/s. Suburban Estates Pvt. Ltd., 23d, Gopal Chandra Chatterjee, Kolkata-

700002, Kolkata-700002, profession : Business Identified By Prasenjit De, son of ....... High Court Calcutta Thana: ..., by caste Hindu, By Profession : Advocate.

### Admitted by Authenticated power

Execution is admitted by: 1 thana; sinthee

Aຊາກິທີ່ເ Ganguli, son of Late Adham Taran Ganguli,30, Northan Avenue Kolkata-700030 ,

[Ajoy Kr Prathan]

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF

KOLKATA Govt. of West Bengal

3.12.08

Page: 1 of 2

## **Government Of West Bengal** Office of the A. R. A. - II KOLKATA

5 & 6, Govt Flace (North), KOLKATA Endorsement For deed Number: I-10101 of:2008 (Serial No. 11275, 2008)

By caste Hindu, by profession: Others, as agent for : Abhijit Gangopadhyay(ganguli) under a power number 23 for 2007 authenticated by Ara-ii
Identified By Prasenjit De, son of ... .... High Court Calcutta Thana: ..., by caste Hindu, By Profession :Advocate. 2. Ashijit Ganguli, son of Late Adham Taran Ganguli, 30, Northan Avenue Kolkata-700030 , thana: sinthee, By caste Hindu, by profession: Others, as agent for : Arijit Ganguli under a power number 23 for 2007 authenticated Identified By Prasenjit De, son of ... .... High Court Calcutta Thana: ..., by caste Hindu, By Profession : Advocate.

> [Ajoy Kr Pradhan] A. R. A. - II KOLKATA A, K, A, - II KOLKATA OFFICE: OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF KOLKATA

Govt. of West Bengal

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 73 Page from 3415 to 3430 being No 10101 for the year 2008.

**€**al



(Ajoy Kr Pradhan) 05-December-2008 A. R. A. - II KOLKATA Office of the A. R. A. - II KOLKATA West Bengal