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certified that the Document is admitted to registration. The Signature Sheet and (if required) stamps attached to this document are the part of this Document.

[Signature]
Additional Registrar of Assurances-III, Kolkata

Additional Registrar of Assurances III Kolkata
15 MAY 2019

**SALE CERTIFICATE
ISSUED BY
TATA CAPITAL FINANCIAL SERVICES**

Dated: 07th May 2019

SUKANTA SANA
210 Late ARUN KUMAR SANA
Sukanta Park, Thane
P.O. South Gate, P.S. Borivali
Mumbai - 400 075
Professional

11 APR 2019

SL. NO. DATE
NAME
ADD.
AMT.

Arun Chowdhury
Advocate
High Court Calcutta

Mousumi Ghos
MOUSUMI GHOS
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OF



Sukanta Sana
Additional ...
Assurances ...
15 MAY 2019

Sukanta Sana,

SUKANTA SANA
S/o Late ARUN KUMAR SANA
Sukanta Pally, Bhanta,
P.O. South Garia, P.S. Baruipur,
24 Pgs.(S) Pin-743613
Professional



SALE CERTIFICATE BY TATA CAPITAL FINANCIAL SERVICES LIMITED

Whereas, I, Tanuka Banerjee, daughter of Tapas Kumar Banerjee, being the Authorised Officer of Tata Capital Financial Services Limited ("**TCFSL**") (a subsidiary company of Tata Capital Limited), a Non-Banking Financial Company incorporated under the provisions of the Companies Act, 1956 and duly registered with the Reserve Bank of India and having its branch office at 11th Floor, P. S. Srijan Tech park, Sector V, Salt Lake, PO & PS: Bidhanagar, Kolkatta 91, Mobile No: 9712964584 and registered office at Tower A, 11th Floor, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013 having its INCOME TAX PERMANENT ACCOUNT NUMBER AADCT6631L under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest [Act], 2002 (54 of 2002) and in exercise of the powers conferred under Section 13 read with [rules 8 and 9] of the Security Interest (Enforcement) Rules, 2002 have sold for and on behalf of TCFSL (a Copy of the authorization is annexed hereto and to be treated as a part of this SALE CERTIFICATE) in favour of **VANVI PROJECTS PVT LTD** ("Purchaser") a company incorporated under the relevant provision of the Companies Act 2013, (having its Income Tax Permanent Number AAGCV 8977L) and having its registered office at 93A, Tiljala Road, Post Office: Gobinda Khatik Road, Police Station Karaya, Kolkata 700 047 duly represented through one of its Directors, namely, Shri Shashank Kajaria, son of Shri Umesh Kumar Kajaria having its Income Tax Permanent Number AESPK 3181Q, Mobile No. 97337 90423 residing at 80B, Jatindra Mohan Avenue, Post Office: Hatkhola, Police Station: Shyam Pukur, Kolkata 700 005 the **SECURED ASSET** shown in the schedule

TATA CAPITAL FINANCIAL SERVICES LIMITED

Corporate Identification Number U67100MH2010PLC210201

PS Srijan Tech Park 11th Floor DN 52 Sector V Salt Lake Kolkata 700 091

Tel 33 66208800 8801 Web www.tatacapital.com

Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013



below secured in favour of TCFSL by **Mr. Ravi Kshetty, Mr. Sashi Kshetty, Mr. Gautam Kshetty, Smt. Indira Kshetty, Shri Bhuvan Kshetty, Shri Rishi Kshetty and Smt. Ridhi Kapoor** towards the financial facility being a Term Loan facility of Rs.3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only) by TCFSL to **Taurus Flexibles Private Limited** ("Borrower").

WHEREAS one Keshablal Mallick and his wife, Smt. Dashi were the joint owners of all that partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 Cottahs be the same a little more or less lying and situated at 44, Maniktala Street, Kolkata, being holding No.26, Block XIX in the North Division of Town of Kolkata, which is free from all encumbrances, obstructions, interruptions, hindrances, charges, liens, lispendens, mortgages, notices alignments or any other impediments whatsoever or howsoever from any corner or in any manner.

AND WHEREAS the said Keshablal Mallick and Smt. Dashi while enjoying their aforementioned landed property peacefully and/or uninterruptedly, were approached by one Ram Narayan Kshetty for grant of a lease for the period of 999 years (i.e. perpetual lease) in respect of the aforementioned landed property and upon such request the said Keshablal Mallick and Smt. Dashi have agreed and/or consented to grant a lease unto and in favour of said Ram Narayan Kshetty.

AND WHEREAS pursuant to and in terms of above, the said Keshablal Mallick and Smt. Dashi being the Lessors, therein by virtue of a registered Deed of Lease dated 8th April, 1927 duly transferred, assigned and assured their all that partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 Cottahs, be the same a little more or less lying and situate at 44, Maniktala



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Street, Kolkata, being holding No.26, Block XIX in the North Division of Town of Kolkata (for the sake of brevity it is hereinafter referred to as said "**SECURED ASSET**") containing several terms and conditions mentioned therein there unto and in favour of Said Ram Narayan Kshetty, being the Lessee of the Second Part therein and the same was duly registered with the office of District Registrar of Assurances, Kolkata, and the same has been duly recorded in Book No.1, Volume No.23, Pages 281 to 286 being No.1671 for the year 1927.

AND WHEREAS the said Ram Narayan Kshetty while enjoying aforementioned **SECURED ASSET** peacefully and uninterruptedly died intestate leaving him surviving his widow namely, Smt. Thakurdevi and two sons namely Shib Narayan Kshetty and Sri Lakshmi Narayan Kshetty as his legal heirs and/or lawful successors in respect of his movable and immovable estates which included the aforesaid mentioned **SECURED ASSET**.

AND WHEREAS after the demise of the said Ram Narayan Kshetty, his aforementioned legal heirs and/or lawful successors, namely, Smt. Thakurdevi, Shib Narayan Kshetty and Lakshmi Narayan Kshetty duly inherited all the movable and immovable estates which included the aforementioned **SECURED ASSET** which is left by late Ram Narayan Kshetty and they started enjoying the aforementioned **SECURED ASSET** along with their undivided proportionate right, title and interest over and above the same which is free from all encumbrances, obstructions, interruptions, hindrances, charges, liens, lispendens, mortgages, notices alignments or any other impediments whatsoever or howsoever from any corner or in any manner.

AND WHEREAS the said Smt. Thakurdevi while enjoying her aforementioned undivided proportionate right title and interest over and above the aforementioned **SECURED ASSET** died intestate leaving behind her two sons, namely, Shib Narayan Kshetty and Lakshmi Narayan



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Kshetry as her legal heirs and/or lawful successors in respect of her all movable and immovable estates which included the aforementioned **SECURED ASSET**.

AND WHEREAS after the demise of the said Thakurdevi, her two sons, namely, Shib Narayan Kshetry and Lakshmi Narayan Kshetry, became the joint owners of the aforementioned **SECURED ASSET** and they conjointly started enjoying the same by paying all statutory rates, taxes, levies, outgoings and other imposition whatsoever with appropriate authority and/or authorities.

AND WHEREAS the said Shib Narayan Kshetry and Lakshmi Narayan Kshetry while enjoying the **SECURED ASSET**, jointly and severally, the said Shib Narayan Kshetry instituted a suit for partition against Lakshmi Narayan Kshetry and his minor sons namely- Pratap Narayan Kshetry, Ajit Narayan Kshetry, Bikram Narayan Kshetry and Chotta Kshetry before the Learned 2nd (Second) Court of Sub-ordinate Judge at Howrah being Title Suit No. 26 of 1937, inter-alia, praying for partition of various properties which the parties to the suit inherited as their ancestral properties, which also included the above mentioned **SECURED ASSET**.

AND WHEREAS a final decree dated 26th May, 1938 was passed by the Learned Court 2nd (Second) Court of Sub-ordinate Judge at Howrah, whereby various properties of Kshetry's were partitioned by metes and bounds by and between the contesting parties to the suit and interms of the abovementioned decree the **SECURED ASSET** was allotted unto and in favour of Shib Narayan Kshetry.

AND WHEREAS by virtue of the aforementioned decree dated 26th May 1938, passed in Title Suit No. 26 of 1937, the said Shib Narayan Kshetry became the sole and absolute owner of ALLTHAT partly one storied, partly two storied and partly three storied brick built messuage tenement or



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dwelling house together with ALL THAT piece and parcel of rent redeemed land admeasuring an area of 10 Cottahs be the same a little more or less lying and situated at Municipal Premises No. 44, Maniktala Street, Kolkata being holding No.26, Block- XIX, in the North Division of Town of Kolkata and he started enjoying the same by paying all statutory rates, taxes, levies, impositions and other outgoings whatsoever with the appropriate authority or authorities.

AND WHEREAS the said Shib Narayan Kshetry while enjoying the aforementioned landed property peacefully and uninterruptedly along with actual right, title and interest over and above the same died intestate on 7th October 1991 leaving behind his four sons, namely- Bhupen Kshetry, Ravi Kshetry, Sashi Kshetry and Gautam Kshetry as his legal heirs and/or lawful successors to inherit his all moveable and immoveable estates which included the **SECURED ASSET** as mentioned hereinabove.

AND WHEREAS after the demise of Shib Narayan Kshetry, his four sons namely Bhupen Kshetry, Ravi Kshetry, Sashi Kshetry and Gautam Kshetry got their names mutated in the records of Kolkata Municipal Corporation and a separate new assessee number (being New Assessee No.110263100268) was being allotted in their favour and the property was renamed as 44, Ram Dulal Sarkar Street, presently Girish Park Police Station Kolkata-700 006 (erstwhile known as 44, Maniktala Street police Station Maniktala Kolkata 700 006.)

AND WHEREAS Bhupen Kshetry, Sashi Kshetry and Gautam Kshetry duly represented by their constituted attorney namely Ravi Kshetry and Ravi Kshetry for himself, all sons of Late Shib Narayan Kshetry, approached Tata Capital Limited being the Secured Creditor mentioned hereinabove for grant of loan for a sum of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs) only in favour of the Borrower and entered into a loan agreement dated 19th December 2009.



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AND WHEREAS Bhupen Kshetry, Sashi Kshetry and Gautam Kshetry duly represented by their constituted attorney namely Ravi Kshetry and Ravi Kshetry for himself all sons of Late Shib Narayan Kshetry, being the Guarantors/Mortgagors therein vide a registered Deed of Mortgage (without possession) duly executed on 29th December, 2009 and the same was duly registered with the office of the Additional Registrar of Assurances-II, Kolkata and the same has been duly recorded in Book No. I, CD Volume No. -29, Pages from 1271 to 1294, being No. 14273 for the year 2009 by depositing the original Title Deed along with other related document of the **SECURED ASSET** with the Mortgagee therein and obtained the financial assistance of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs) only in favour of the Borrower.

AND WHEREAS the above mentioned Bhupen Kshetry, Ravi Kshetry, Shasi Kshetry and Gautam Kshetry being guarantors/mortgagors entered into a second loan agreement with the Tata Capital Limited now known as Tata Capital Financial Services Limited (in short TCFSL, a subsidiary company of Tata Capital Limited) dated 29th March, 2012 for grant of a further Term Loan facility of Rs. 2,00,00,000/- (Rupees Two Crores) only and further executed an unconditional and irrevocable guarantee dated 29th March, 2012 and obtained the aforesaid financial term loan facility of Rs. 2,00,00,000/- (Rupees Two Crores) only in favour of Taurus Flexibles Pvt. Ltd.

AND WHEREAS the said Bhupen Kshetry died intestate on 21st April, 2012 leaving behind his wife Smt. Indira Kshetry, two sons namely Sri Bhuvan Kshetry and Sri Rishi Kshetry and a married daughter namely Smt. Ridhi Kapoor.

AND WHEREAS the said Smt. Indira Kshetry, Sri Bhuvan Kshetry, Sri Rishi Kshetry and Smt. Ridhi Kapoor duly inherited the moveable and immovable estate of late Bhupen Kshetry which also included their



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undivided proportionate right title and interest over and above the **SECURED ASSET.**

AND WHEREAS vide a Deed of further Charge by extension of Mortgage (without possession) executed on 21st January, 2013 by and between (1) Sri Ravi Kshetry, (2) Sri Shashi Kshetry, (3) Sri Gautam Kshetry all sons of late Shib Narayan Kshetry and (4) Smt. Indira Kshetry, wife of late Bhupen Kshetry (5) Bhuvan Kshetry, (6) Rishi Kshetry, both sons of late Bhupen Kshetry and (7) Smt. Ridhi Kapoor, wife of Sri Pankaj Kapoor and daughter of late Bhupen Kshetry, being all guarantors/mortgagors and all being represented by their constituted attorney namely Ravi Kshetry and TCFSL and the same was duly registered with the office of Additional Registrar of Assurances-II, Kolkata and the same has been duly recorded in Book No. -I, CD Volume No. 3, Pages from 5571 to 5592, being No. 00872 for the year 2013 and obtained a further term loan facility of Rs. 3,50,00,000/- (Rupees Three Crore Fifty Lakhs) only in favour of the Borrower.

AND WHEREAS the Borrower failed to repay the secured creditor i.e. TCFSL the loan amount within the stipulated time and accordingly an amount of Rs.1,30,90,644/- became due and payable as on 13th December 2016.

AND WHEREAS TCFSL issued a demand notice dated 14th December, 2016, under section 13(2) of the SARFAESI Act, 2002 for recovery of sum of Rs. 1,30,90,644/- (Rupees One Crore Thirty Lakhs Ninety Thousand Six Hundred Forty Four) only due as on 13th December, 2016 to the borrower/guarantors/mortgagors being Taurus Flexibles Private Limited (Borrower) and (1) Sri Ravi Kshetry, (2) Sri Shashi Kshetry, (3) Sri Gautam Kshetry (4) Smt Indira Kshetry (5) Bhuvan Kshetry, (6) Rishi Kshetry and (7) Smt. Ridhi Kapoor.



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AND WHEREAS the Borrower and (1) Sri Ravi Kshetty, (2) Sri Shashi Kshetty, (3) Sri Gautam Kshetty (4) Smt Indira Kshetty (5) Bhuvan Kshetty, (6) Rishi Kshetty and (7) Smt. Ridhi Kapoor, (Guarantors/ mortgagors) having failed to re-pay the aforesaid amount, and TCFSL through its authorised officer initiated a proceeding In The Court of the LD. Chief Metropolitan Magistrate at Calcutta being Application No. 46 of 17 arising out of Reg. Miscs No. 139 of 2017 and vide an order dated 6th April 2018, the Ld. Chief Metropolitan Magistrate Calcutta permitted TCFSL to take physical possession of the SECURED ASSET and pursuant to and in terms of the aforesaid order and in exercise of powers conferred under section 13(4) of the SARFAESI Act, 2002, TCFSL through its authorized officer took physical possession of the secured asset/property being the **SECURED ASSET** mentioned hereinabove on 20th December, 2018.

AND WHEREAS TCFSL the secured creditor issued an e-auction Sale Notice for sale of ALL THAT the premises No. 44, Ram Dulal Sarkar Street, Kolkata-700 006 (erstwhile known as 44, Maniktala Street) within the local ambit of Kolkata Municipal Corporation, Police Station- Girish Park (previously Maniktala), Kolkata -700 006 in the State of West Bengal, in the daily Newspaper on 28th February, 2019 "**The Telegraph**" Kolkata and '**AAJKAL**' Bengali daily newspaper, whereby the sale was to be conducted on 30th March, 2019 for recovery of sum of Rs. 1,63,11,678/- (Rupees One Crore Sixty Three Lakhs Eleven Thousand Six Hundred Seventy Eight) only due as on 20th February, 2019).

AND WHEREAS the guarantors/ mortgagors informed the Secured Creditor that one of the guarantor/mortgagor Gautam kshetty died intestate on 25th February 2014, leaving behind his wife namely Smt. Madhu Kshetty and only son namely Sri Gaurav Kshetty as his legal heirs.

AND WHEREAS the said Smt. Madhu Kshetty and Sri Gaurav Kshetty duly inherited the moveable and immovable estate of late Gautam



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