

(3) SI-4374/2014

103605/2014

# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

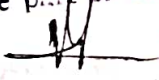
3-00 पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 568828

27-09-14 R 7540/14  
M.V. 19459029/-

V.C. Case No. 984 Dt. 24.09.14  
 P.P. 256  
 Total Rs. 2000  
 Rs. 455  
 24.09.14 D.S. R1  
 Alipore South 24 Parg.

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

  
 District Sub-Registrar-I  
 Alipore South 24 Pargana  
 29.9.14

### CONVEYANCE

District Sub-Registrar-I  
Alipore South 24 Pargana

1. Date: 27.09.2014
2. Nature of Document: Sale Deed.
3. Parties: Collectively the following, which will include their respective successors-in-interest:





24 SEP 2014

50/-

31600

No.....Rs.....Date.....  
Name:.....  
Address:.....  
Vendor:.....

R. K. Dutta  
Advocate  
Alipur Police Court  
Kolkata - 27

Alipur Collectorate, 24Pgs (S)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court Kol - 27

*Am B...*

*[Handwritten signature]*



2765  
27/9/14



**RAJICOLE HIGHWAY PVT. LTD**

*Am B...*

**DIRECTOR**



2770

**City Centre Commercial Pvt. Ltd**

*Dyhaari*

**Director**

**District Sub-Registrar-I  
Alipore South 24 Parganas**

*[Handwritten signature]*

27.9.14

VEENA BIHANI

- 3.1 **Vendor:** Saztra Commercial Private Limited, having PAN AAEC50407N a Company having its Registered Office 36/1A, Garcha Road, Police Station Gariahat Kolkata-700 019, represented by its Director Shri Dinesh Bilhani, having PAN AEAPB6691N son of Late Hari Prasad Bilhani by faith Hindu, by occupation Business, Indian National, residing at 18/1A, Hindustan Road, Police Station Gariahat, Kolkata-700 029, of the First Part.
- 3.2 **Purchaser:** Capricorn Highrise Private Limited, having PAN AACCC7250R a company registered under the Companies Act, 1956 having its registered office at 36/1A, Garcha Road, Police Station Gariahat Kolkata-700 019, represented by one of its directors Anu Burman, having PAN ADPPB5203J son of B.K. Burman, by faith Hindu, by occupation Business, residing at 30, New Road, Police Station Alipore Kolkata-700 027, of the Second Part,
- 3.3 **Confirming Party:** Prabir Banerjee, having PAN AFNPB4210R son of Late Panchu Gopal Banerjee, by faith Hindu, by occupation Business, Indian National, residing at 68-B, Hazra Road, Police Station Lake Kolkata-700 019, of the Third Part.
4. **Subject Matter:** Undivided 25/36<sup>th</sup> share and/or interest described in Schedule-B of the "Property" described in Schedule-B being the plot of land and the temporary structures thereat being Premises No. 182, Prince Anwar Shah Road, Police Station Lake Kolkata - 700 045.

5. **Background:**

- 5.1 At all material times, one Panchuni Bibi was the sole and absolute owner of the Property thought to be measuring about 5 Katthas and 1 Chittack. Panchuni Bibi died intestate and was survived by her only son Rojob Ali Ostagar. Rojob Ali expired leaving behind him surviving as his only legal heirs, his wife Suraton Bewa, son Sheik Sadaruddin Ostagar and daughter Sufiya Khatoon. After the death of Suraton Bewa, according to Muslim law of inheritance, Sheik Sadaruddin Ostagar became the owner of undivided 25/36<sup>th</sup> share and/or interest in the Property, equivalent to 3 Cottahs, 8 Chittacks and 11 Square Feet (hereafter "Sadaruddin's Portion"), and Sufiya Khatoon became the owner of undivided 11/36<sup>th</sup> share and/or interest in the Property, equivalent 1 Cottah, 8 Chittacks and 34 Square Feet (hereafter "Sufiya's Portion").

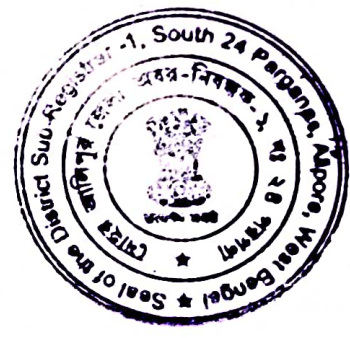




2768

Rankis, Barrojer

VEENA BIHANI  
Bihani  
Wife of MR. DINESH BIHANI  
18/1A HINDUSTHAN ROAD  
KOLKATA - 700 029  
(HOUSEWIFE)



District Sub-Registrar-I  
Alipore South 24 Parganas

27 9.14

- 5.2 By a Conveyance dated 15<sup>th</sup> December, 2006 registered with A.D.S.R. Alipore in Book No. I, Volume No. 402, Pages from 193 to 206, Being No. 05367 for the year 2006, Sufiya had sold to the Confirming Party 1 Cottah, 6 Chittacks and 28.41 Square Feet of land out of the Sufiya's Portion.
- 5.3 By another Conveyance dated 17<sup>th</sup> January, 2008 registered with the A.D.S.R., Alipore in Book No. I, Volume No. 252, Pages from 289 to 302, Being No. 3574 for the year 2008, Sufiya had sold to the confirming Party the remainder land out of the Sufiya's Portion equivalent to 2 Chittacks and 5.33 Square Feet.
- 5.4 Sheik Sadaruddin Ostagar had died intestate leaving behind him surviving his wife Rasida Begum, one son Sheik Santu, and three daughters Reshma Khatoon, Salma Khatoon and Sabina Khatoon (hereafter collectively the "Sadaruddin Heirs") who jointly in unequal shares became the owners of the Sadaruddin's Portion.
- 5.5 By a Conveyance dated 18<sup>th</sup> day of April, 2008 registered with the D.S.R., Alipore in Book No. I, Volume No. 97, Pages from 286 to 301, Being No. 01510 for the year 2008 the Sadaruddin Heirs had sold to the Vendor the Sadaruddin's Portion, that is, the undivided 25/36<sup>th</sup> share and/or interest in the Property, jointly owned by them in unequal shares.
- 5.6 The Confirming Party being the owner of undivided 11/36<sup>th</sup> share and/or interest in the Property and the Vendor being the owner of undivided 25/36<sup>th</sup> share and/or interest in the Property, the Vendor and the Confirming Party had jointly become the absolute owners of the Property in unequal shares. The Vendor and the Confirming Party had then decided to jointly develop the Property. With that aim and the Vendor bearing all the expenses therefor, a plan for constructing a building at the Property was prepared for submitting to the Kolkata Municipal Corporation (hereafter the "KMC") for sanctioning. Therefore, the Vendor is really the owner of undivided 3 Katthas, 8 Chittacks and 11 Square Feet of the Property as mentioned in Schedule-B and the Confirming Party is the owner of undivided 1 Kattha, 8 Chittacks and 34 Square Feet.
- 5.7 The Vendor bearing the sanction fees, on or about 29<sup>th</sup> March, 2011 the KMC had sanctioned the plan (hereafter the "Sanctioned Plan"). Inasmuch as the Vendor is no longer interested in developing the Property, it was approached by the Purchaser to sell

its portion of the Property. The Vendor having agreed and the Confirming having consented thereto, this deed is now being executed to absolutely sell and transfer the undivided 25/36<sup>th</sup> share and/or interest of the Vendor in the Property unto the Purchaser together with the benefit of the Sanctioned Plan.

**6. Now this deed witnesses:**

**6.1 Sale:** In consideration of the Purchaser paying the Consideration mentioned in clause 6.2, the Vendor doth hereby sell and convey to the Purchaser free from all encumbrances its undivided 25/36<sup>th</sup> share and/or interest in the Property described in Schedule-A together with the benefit of the Sanctioned Plan.

**6.2 Consideration:** The sale is being made for Rs. 64, 00,000=00 (Rupees Sixty Four Lakhs ) Only the entirety of which the Purchaser has paid to the Vendor at or before execution hereof, the receipt whereof the Vendor hereby confirms, admits and acknowledges. The Purchaser has paid the Consideration in the following manner:

**6.2.1** Deposited Rs. 64,000/- (Rupees Sixty Four Thousand) Only with the Income Tax Department in accordance with Section 194IA of the Income Tax Act, 1961 in the account of the Vendor in PAN AAECs0407N <sup>1</sup>

**6.2.2** Paid Rs. 63, 36,000/- (Rupees Sixty Three lakhs thirty six thousand) only directly to the Vendor.

**6.3 Release:** The Vendor hereby releases and discharges the Purchaser from payment of the Consideration and every part and portion thereof and further acquits, releases and relinquishes in favour of the Purchaser all its rights, title and/or interests in respect of its undivided 25/36<sup>th</sup> share and/or interest in the Property and every part and/or portion thereof.

**6.4 Terms of Sale:** The Transfer of the undivided 25/36<sup>th</sup> share and/or interest in the Property being made by this Deed is:

**6.4.1** A 'Sale' within the meaning of the Transfer of Property Act, 1882.

**6.4.2** Absolute, irreversible and forever.



- 6.4.3 Free from all encumbrances of any and every nature whatsoever.
- 6.5 **Rates & Taxes:** The Vendor shall pay all rates, taxes and/or outgoings in respect of the undivided 25/36<sup>th</sup> share and/or interest in the Property up to the date of registration of this Deed and the Purchaser thereafter.
- 6.6 **Possession:** At or before execution hereof the Vendor has handed over symbolic vacant and peaceful possession of the undivided 25/36<sup>th</sup> share and/or interest in the Property to the Purchaser, the receipt whereof the Purchaser hereby confirms, admits, acknowledges and accepts.
- 6.7 **Vendor's Covenants:** The Vendor hereby covenant with the Purchaser that:
- 6.7.1 The Vendor has good right, full power and absolute authority to sell, transfer and convey the undivided 25/36<sup>th</sup> share and/or interest in the Property to the Purchaser free from all encumbrances, lispensens and/or attachments whatsoever.
- 6.7.2 The Purchaser shall hereafter peaceably and quietly have, hold, posses and enjoy the undivided 25/36<sup>th</sup>share and/or interest in the Property without any interference, obstruction, hindrance, eviction, claims and/or demands whatsoever from or any person or persons claiming through, under or in trust for the Vendor.
- 6.7.3 The Vendor in future shall, at the request and cost of the Purchaser, do all acts and execute all deeds and/or documents that may be required for more perfectly transferring and assuring the undivided 25/36<sup>th</sup>share and/or interest in the Property unto the Purchaser or more effectually transferring the same to the Purchaser.
- 6.8 **Indemnity:** The Vendor doth hereby indemnify and agree to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses relating to the period till the date hereof that the Purchaser may suffer or incur hereafter by virtue of any claims of any nature whatsoever in respect of any liabilities arising in connection with the undivided 25/36<sup>th</sup>share and/or interest in the Property, statutory or contractual, and the Vendor hereby further

undertakes and covenants to forthwith pay, reimburse and/or make good all losses, expenses and/or costs that may be incurred by the Purchaser.

- 6.9 Confirmation: The Confirming Party hereby confirms that he has consented to the sale of the undivided 25/36<sup>th</sup> share and/or interest in the Property of the Vendor to the Purchaser, he has no objection whatsoever thereto and that he shall in future, at the request and cost of the Purchaser, do all acts and execute all deeds and/or documents that may be required for more perfectly transferring and assuring the undivided 25/36<sup>th</sup> share and/or interest of the Vendor in the Property unto the Purchaser or more effectually transferring the same to the Purchaser.

### Schedule-A

[Premises]

The plot of land measuring about 5 Katthas, 1 Chittacks *together with* the temporary structure constructed thereon having a built-up area of about 600 Square Feet being part of C.S. Dag No. 298, appertaining to C.S. Khatian No. 72, within Mouza: Arakpur, J.L. No. 39, Touzi No. 26, being Municipal Premises No. 182, Prince Anwar Shah Road, Police Station Lake, Kolkata - 700 045, within Ward No. 93 of the Kolkata Municipal Corporation, having Assesse No. 21-093-09-0236-6, butted and bounded as follows:

- ON THE NORTH** : By Colony;  
**ON THE EAST** : By Common Passage;  
**ON THE WEST** : By K.M.C. Road and  
**ON THE SOUTH** : By Sethi Diagnostic Centre.

### Schedule-B

[Subject Matter of Sale]

Undivided 25/36<sup>th</sup> share and/or interest in the Property described in Schedule-A equivalent to about 3 Katthas, 8 Chittacks and 11 Square Feet of land with a temporary structure having a built-up area of about 416 Square Feet *together with* the benefit of the plan for constructing a building at the Property sanctioned by the Kolkata Municipal Corporation on 29<sup>th</sup> March, 2011.



7. Execution: In witness whereof, the Parties have set and subscribed their hands or seals on the day, month and year first above written.

Executed by the VENDOR in the presence of:

Siddhartha Sen  
36/1A, Barua Road  
Kolkata - 700019.  
VEENA BIHANI Behani  
18/1A HINDUSTHAN ROAD  
KOLKATA - 700029

PER Satra Commercial Pvt. Ltd

Dyhan  
Director

Executed by the PURCHASER in the presence of:

Siddhartha Sen  
Behani

SAPICOR HIGHRISE PVT. LTD

Anu deen  
DIRECTOR

Executed by the CONFIRMING

PARTY in the presence of:

Siddhartha Sen  
Behani

Drafted & prepared by me

In my office

Ratan W. Dutta  
Advocate

Alipore Police Court, Kolkata-27

**MEMO OF CONSIDERATION**

**RECEIVED** from the Purchasers the within mentioned sum of Rs.64,00,000/- (Rupees Sixty Four Lacs only) being the full consideration money by various cheques.

**WITNESSES :**

Siddhartha Sen

Bibekananda Ghosh

**For Satra Commercial Pvt. Ltd**

*D. J. D. D.*  
**Director**

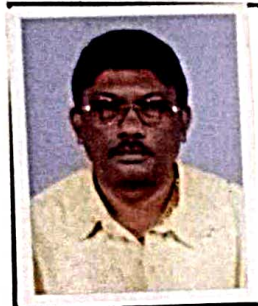
**SIGNATURE OF THE VENDOR**





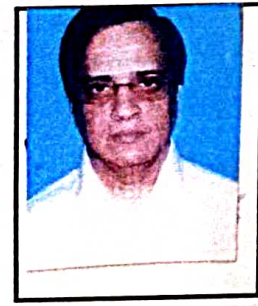
	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ....GAPRIGERI HIGHRISE PVT. LTD.  
 Signature .....*[Handwritten Signature]*.....  
 Director



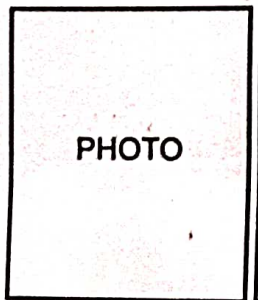
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left hand					
right hand					

Name .....*Rajiv Bhatnagar*.....  
 Signature .....*[Handwritten Signature]*.....



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name DINESH KUMAR BIHANI  
 Signature *[Handwritten Signature]*.....



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....  
 Signature .....



Government Of West Bengal  
Office Of the D.S.R. - I SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 03405 of 2014  
(Serial No. 04374 of 2014 and Query No. 1601L000007540 of 2014)

On 27/09/2014

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

Presented for registration at 15.00 hrs on :27/09/2014, at the Private residence by Anu Burman, Claimant.

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

Execution is admitted on 27/09/2014 by

1. Dinesh Bihani  
Director, Saztra Commercial Private Limited, 36/1 A,, Garcha Road, Kolkata, Thana:-Gariahat,  
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.  
, By Profession : Cultivation
2. Anu Burman  
Director, Capricorn Highrise Private Limited, 36/1 A, Garcha Road, Kolkata, Thana:-Gariahat,  
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.  
, By Profession : Business  
Identified By Veena Bihani, wife of Dinesh Bihani, 18/1 A,, Kolkata, Thana:-Gariahat, District:-South  
24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste: Hindu, By Profession: House wife.

( Kalidas Mandal )  
DISTRICT SUB-REGISTRAR-I

On 29/09/2014

**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, 5 of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),  
Finance Department, Govt. of WB**

Registration Fees Rs. 2,14,095/- paid online on 25/09/2014 6:48AM with Govt. Ref. No.  
192014150007798762 on 24/09/2014 2:50AM, Bank: AXIS Bank, Bank Ref. No.  
WB250920140016529 on 25/09/2014 6:48AM, Head of Account: 0030-03-104-001-16, Query  
No:1601L000007540/2014

**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.-1,94,59,029/-

  
( Kalidas Mandal )  
DISTRICT SUB-REGISTRAR-I

29/09/2014 17:46:00

EndorsementPage 1 of 2





**Government Of West Bengal**  
**Office Of the D.S.R. - I SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 03405 of 2014**  
**(Serial No. 04374 of 2014 and Query No. 1601L000007540 of 2014)**

Certified that the required stamp duty of this document is Rs.- 1362152 /- and the Stamp duty paid as:  
Impressive Rs.- 50/-


**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance  
Department, Govt. of WB**

Stamp duty Rs. 13,62,152/- paid online on 25/09/2014 6:48AM with Govt. Ref. No.  
192014150007798762 on 24/09/2014 2:50AM, Bank: AXIS Bank, Bank Ref. No.  
WB250920140016529 on 25/09/2014 6:48AM, Head of Account: 0030-02-103-003-02, Query  
No:1601L000007540/2014

( Kalidas Mandal )  
DISTRICT SUB-REGISTRAR-I



29/09/2014 17:46:00

  
( Kalidas Mandal )  
DISTRICT SUB-REGISTRAR-I  
EndorsementPage 2 of 2

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201415-000779876-2

Payment Mode Counter Payment

GRN Date: 24/09/2014 15:20:07

Bank : AXIS Bank

BRN : WB250920140016529

BRN Date: 25/09/2014 19:18:21

DEPOSITOR'S DETAILS

Id No. : 1601L000007540/1/2014  
(Query No./Query Year)

Name : ANU BURMAN

Contact No. :

Mobile No. : +91 9831444464

E-mail : anuburman@gmail.com

Address : ALIPORE

Applicant Name : Ratan Kr Dutta

Office Name : D.S.R. - I SOUTH 24-PARGANAS, South 24-Parganas

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	1601L000007540/1/2014	Property Registration- Stamp duty	0030-02-103-003-02	1362152
2	1601L000007540/1/2014	Property Registration- Registration Fees	0030-03-104-001-16	214095

Total

1576247

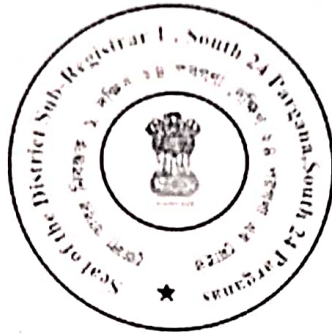
In Words : Rupees Fifteen Lakh Seventy Six Thousand Two Hundred Forty Seven only





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 17  
Page from 5166 to 5180  
being No 03405 for the year 2014.



(Kalidas Mandal) 14-October-2014  
DISTRICT SUB-REGISTRAR-I  
Office of the D.S.R. - I SOUTH 24-PARGANAS  
West Bengal