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THIS INDENTURE made this the 3 day of November, 2009 (Two Thousand and Nine) A.D.

<u>BETWEEN</u>

497 SUBHANKAR SARKAR Advecate Aligore Judges Court Kolkata-27 గా కాంటే Tramad Kaman Chartey, BUN & SUN WIFRAMETRIC PVT. LTD. Transon Kinnes Charles. Amberies Signary - Enamonn Gasnaan. 5/0 M. Balchan D. Dagwan. 18, Melue Brandice Stand. Hulkata, 200026. Busiana.

SRI ADHIR RANJAN BAL, Son of Late Sahadeb Bal, by faith-Hindu, by occupation—Business, residing of P-24, Purbasha Pally, Dr. A.K Paul Road, Police Station-Behala, Kolkata-700 034, hereinafter called and referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **ONE PART** (PAN NO. AHGPB1069F).

AND

incorporated under the provisions of the Companies Act, 1956, having its registered Office at Sharma Complex, Malviya Road, Raipur, Police Station-Raipur, District- Raipur, Chhatrisgarh, represented by its authorized signatory - Sri Pramod Kumar Choubey, son of Sri Om Prakash Choubey, by faith- Hindu, by Occupation - Business, residing at 493C/A, G.T. Road, Police Station - Shibpur, Howrah - 711 102, hereinafter called and referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-offices, lawful entity holders, administrators, legal representatives and assigns) of the OTHER PART (PAN NO. AACCN1338F).

WHEREAS one Mussammat Gofuran Bibi, wife of Sahebjan Sheikh of 10/2, Watgunge Street, Khidderpore, Calcutta, was the sole and absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring 29(twenty nine) decimals, be the same a little more or less together with



structure standing thereon, lying and situated in R.S. Dag No. 93, under R.S. Khatian No. 182, ALL THAT piece and parcel of Danga land measuring 11(eleven) decimals, be the same a little more or less in R.S. Dag No. 94 and ALL THAT piece and parcel of Bastu land measuring 11(eleven) decimals, be the same a little more or less together with structure standing thereon both of under R.S. Khatian No. 158, all of Mouza -Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana-Magura, Police Station-Behala, District Sub Registration office at Alipore, Additional District Sub Registration office at Behala, within the then South Suburban Municipality, District -24 Parganas, now South 24 Parganas together with all rights of easements common facilities and amenities annexed thereto.

AND WHEREAS the name of Mussammat Gofuran Bibi was published and recorded in the Revisional Settlement as owner in respect of the aforesaid property and was enjoying it by paying taxes and outgoing to the appropriate authorities.

AND WHEREAS the aforesaid landed property in R.S. Dag Nos. 93, 94 and 95 is altogether 51 decimals but actual physical measurement comes to 29 Cottahs and 24 Square Feet, be the same or a little more or less together with structures standing thereon and commonly known as 13, Banamali Ghoshal Lane, Police Station-Behala, Calcutta, hereinafter referred to as the "Entire Property"

AND WHEREAS the said Mussammat Gofuran Bibi died intestate on 16-04.1965, leaving behind her only son-Mohammad Hossain and two daughters-Mussammat







Samsunnessa Bewa and Mussammat Kaniz Fatima as her heirs and after the demise of Mussammat Gofuran Bibi, her only son and two daughters inherited the entire property according to Sunni School of Mohamedan Law.

AND WHEREAS according to Sunni School of Mohamedan Law, the said Mohammad Hossain got 8 annas share, Mussammat Samsunnessa Bewa got 4 annas share, while Mussammat Kaniz Fatima got 4 annas share of the entire property left by their mother Mussammat Gofuran Bibi.

AND WHEREAS the said Mohammad Hossain died intestate on 02.071965, leaving behind his third wife namely Mussamat Mazidunnessa, two sons- Ahmed Hossain, (son by his predeceased first wife Mussamat Khairunnessa), Moktar Hossain@ Muktar Hossain (the son of his third wife Mussamat Mazidunnessa) and one daughter- Mussamat Sahani Begum, (by his pre deceased second wife Mussamat Marium Bibi) as his heirs and after the demise of Mohammad Hossain, the said Mussamat Mazidunnessa, Ahmed Hossain, Moktar Hossain@ Muktar Hossain and Mussamat Sahani Begum jointly inherited 8 annas share of the entire property in accordance with Sunni School of Mohamedan Law.

AND WHEREAS by virtue of inheritance from Mohammad Hossain, since deceased, the said Mussammat Mazidunnessa got 1 anna share, Ahmed Hossain got 2 annas 16 gandas share, Moktar Hossain@ Muktar Hossain got 2 annas 16 gandas share and Mussammat Sahani Begum got 1 anna 8 gandas share of the entire property.





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AND WHEREAS the said Mussammat Mazidunnessa died intestate in the year 1978, leaving behind her only son Moktar Hossain@ Muktar Hossain as her sole heir and representative, who also inherited 1 anna share of the entire property left by Mussammat Mazidunnessa according to Sunni School of Mohamedan Law.

AND WHEREAS the entire property was included within the territorial limits of Kolkata Municipal Corporation. The name of Mussammat Samsunnessa Bewa and Mussammat Kaniz Fatima were recorded as joint owners in respect of ALL THAT piece and parcel of Bastu land measuring 15(fifteen) Cottahs 1(one) Chittack and 21(twenty-one) Square Feet, but actual physical measurement 14(fourteen) Cottahs 8(eight) Chittaks and 12 (twelve) Square Feet, be the same a little more or less together with structure standing thereon and known as Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034, under Ward No. 121, Vide Assessee No.41-121-02-0019-1.

AND WHEREAS the said Mussammat Samsunnessa Bewa a childless widow died intestate on 21.12.1986 but during her life time she had made oral gift (Heba) of her share in the entire property in favour of her grand son-in-law, Mohammad Rafique and nephew Moktar Hossain@ Muktar Hossain and delivered possession of the same to them.

AND WHEREAS by virtue of the said oral Gift (Heba), Mohammad Rafique, got 3 annas share, while Moktar Hossain@ Muktar Hossain, got 1 anna share in respect of the Assessed his direct stroops





entire property. The natural heirs of the said Mussammat Samsunnessa Bewa i.e. sister Kaniz Fatima and the sons of her predeceased brother Ahmed Hossain did not raise any objection thereto or claim any interest therein against them and the said oral Gift (Heba) was duly accepted and acted upon.

AND WHEREAS in the circumstances set forth hereinabove, the share and /or interest of the successor-in-interest of the said Mussammat Gofuran Bibi had been developed upon the following persons in respect of the entire property:

- Mussammat Kaniz Fatima 4(four) annas or 7(seven) Cottahs 4(four) Chittaks and 6 (six) Square Feet, be the same or a little more or less.
- Ahmed Hossain 2(two) annas and 16(sixteen) gandas or 5(five) Cottahs 1(four) Chittak and 12(twelve) Square Feet, be the same or a little more or less.
- 3) Moktar Hossain@ Muktar Hossain 4(four) annas and 16 (sixteen) gandas or 8(eight) Cottahs 11(eleven) Chittaks and 17 (seventeen) Square Feet, be the same or a little more or less.
- 4) Mussammat Sahani Begum 1(one) annas and 8(eight) gandas or 2(two) Cottahs 8(eight) Chittaks and 29 (twenty nine) Square Feet, be the same or a little more or less.
- 5) Mohammad Rafique 3(three) annas or 7(seven) Cottahs 7(seven) Chittaks and 5 (five) Square Feet, be the same or a little more or less.





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AND WHEREAS while the said Moktar Hossain@ Muktar Hossain and Sahani Begum seized and possessed of their undivided share in respect of the entire property jointly, they entered into an Agreement for Sale on 10.01.1979 in respect of their share with one Sahadeb Bal and after the demise of Sahadeb Bal, his son Adhir Ranjan Bal as heir paid the entire consideration money to Mokhtar Hossain @ Muktar Hossain and Sahani Begum.

AND WHEREAS as per terms of the Agreement for Sale dated 10.01.1979, the said Moktar Hossain@ Muktar Hossain and Sahani Begum had to sell their share out of the entire property after making partition and demarcation of it by metes and bounds.

AND WHEREAS the said Moktar Hossain@ Muktar Hossain subsequently filed a suit for partition before the Learned 7th Assistant District Judge at Alipore, which was registered as Title Suit No. 206 of 1985 against Kaniz Fatima, Ahmed Hossain, Mohammad Rafique, Mussammat Sahani Begum in respect of the entire property.

AND WHEREAS during pendency of the suit being Title Suit No. 206 of 1985 and during subsistence of the Agreement of Sale dated 10.01.1979, the said Moktar Hossain@ Muktar Hossain by virtue of a registered Deed of Sale dated 22.04.1986 sold away ALL THAT piece and parcel of Bastu land measuring 6 Cottahs, be the same or a little more or less, together with structure standing thereon, out of his undivided share in respect of the entire property to Sri Ram Prasad Roy.

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The said Deed was registered at the office of Registrar of Assurance, Calcutta and entered in Book No. I, Volume No. 147, Page Nos. 14 to 23, Being No. 5779 for the year 1986.

AND WHEREAS by virtue of a registered Deed of Partition dated the 12.11.1990, the said Mossamat Kaniz Fatima, Mussamat Sahani Begum, Ahmed Hossain, Moktar Hossain @ Muktar Hossain, Mohammad Rafique and Ram Prosad Roy partitioned the property and got their respective allotments in i.e. Lot A, A1, B, C, C1, D, E, F, F1 in respect of the entire property without the knowledge of Adhir Ranjan Bal inspite of existence of the Agreement for Sale dated 10.01.1979. The said Deed of Partition was registered at the office of Additional District Sub Registrar at Behala and entered in Book No. I, Volume No. 101, Page Nos. 9 to 31, Being No. 4347 for the year 1990.

AND WHEREAS by virtue of the aforesaid Deed of Partition the said Mussamat Kaniz Fatima, Mussamat Sahani Begum, Ahmed Hossain, Moktar Hossain @ Muktar Hossain, Mohammad Rafique and Ram Prosad Roy got their respective demarcated allotments as specifically shown in the Plan annexed to the said Deed of Partition.

AND WHEREAS by virtue of said Deed of Partition the respective allotments of the said Mussamat Kaniz Fatima, Musamat Sahani Begum, Ahmed Hossain, Moktar Hossain @ Muktar Hossain, Mohammad Rafique and Ram Prosad Roy became absolute owners of the property as categorically stated herein below: -



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Name	Plot No.	Area per lot	Total
Mussammat Kaniz Fatima	Α	2 Cottahs 10 Chittaks	7 Cottahs 4 Chittaks 6 Square Feet
Mussammat Kaniz Fatima	A1	4 Cottahs 10 Chittaks 6 Square Feet	
Ahmed Hossain	В	5 Cottahs 1 Chittaks 12 Square Feet	5 Cottahs 1 Chittaks 12 Square Feet
Mohammad Rafique	С	3 Cottahs 5 Chittaks 44 Square Feet	5 Cottahs 7 Chittaks 5 Square Feet
Mohammad Rafique	C1	2 Cottahs 1 Chittak 6 Square Feet	
Mussammat Sahani Begum	D	2 Cottahs 8 Chittaks 29 Square Feet	2 Cottahs 8 Chittaks 29 Square Feet
Moktar Hossain@ Muktar Hossain	Е	2 Cottahs 11 Chittaks 17 Square Feet	2 Cottahs 11 Chittaks 17 Square Feet
Ram Prosad Roy	F	3 Cottahs 2 Chittaks 29 Square Feet	6 Cottahs 0 Chittaks 0 Square Feet
Ram Prosad Roy	F1	2 Cottahs 13 Chittaks 16 Square Feet	

AND WHEREAS the aforesaid Partition Suit being Title Suit
No. 206 of 1985 was decreed finally on the basis of
Compromise Petition filed by the parties to the said suit





including the said Ram Prosad Roy being a Co-sharer of the entire property and the said registered Deed of Partition dated 12.11.1990 was made part of the Decree.

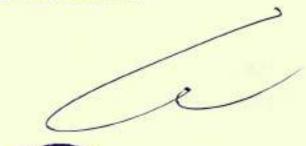
AND WHEREAS in terms of Final Decree dated 03.05.1991 passed in Title Suit No. 206 of 1985 and by virtue of Deed of Partition dated 12.11.1990; the said Ram Prosad Roy has been allotted demarcated Plot No. F and F1 and said Moktar Hossain @ Muktar Hossain allotted Plot No. E and said Sahani Begum allotted Plot No. D and all of them have taken possession of their respective plots and demarcated their portion by constructing walls and pillars on the said plots.

AND WHEREAS the said Ram Prasad Roy got his name mutated and separately assessed in respect of Plot Nos. F and F1 in the records of the Kolkata Municipal Corporation and known as Municipal Premises Nos. 19B and 19C Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034.

AND WHEREAS the said Mussammat Sahani Begam died intestate on 03.09.1992, leaving behind her husband – Nazir Ahmed, three sons – Jamil Ahmed, Shakil Ahmed, Jahangir Ahmed and one daughter – Parvin Begam as heirs and after the demise of Mussammat Sahani Begum, her husband, three daughters and one son inherited the property according to Sunni School of Mohamedan Law.

AND WHEREAS the said Nazir Ahmed died intestate on 09.12.1992, leaving behind his there sons – Jamil Ahmed, Shakil Ahmed and Jahangir Ahmed and one daughter – Parvin Begam as heirs and after the demise of Nazir Ahmed, his three

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sons and one daughter inherited his undivided share in respect property in accordance with the Sunni School of Mohamedan Law.

AND WHEREAS by virtue of inheritance, the said Jamil Ahmed, Sakil Ahmed, Jahangir Ahmed and Parveen Begam become the joint owners of ALL THAT piece and parcel of land measuring 2 Cottahs 8 Chittaks 29 Square Feet, be the same or a little more or less together with structure standing thereon being part of Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034.

AND WHEREAS by virtue of Registered Deed of Sale dated 05.10.1993 the said Jamil Ahmed, Sakil Ahmed, Jahangir Ahmed and Parveen Begum as owners sold away ALL THAT piece and parcel of land measuring 2 Cottahs 8 Chittaks 29 Square Feet, be the same or a little more or less together with structure standing thereon lying and situated at Part of Municipal Premises No. 19, Banamali Ghoshal Lane, being Partition Plot No. D to the present Vendor – Sri Adhir Ranjan Bal. The said Deed was registered at the office of District Sub Registrar, Alipore and entered in Book No. I, Volume No. 252, Page Nos. 359 to 372, Being No. 13635 for the year 1993.

AND WHEREAS in terms of the Agreement for Sale dated 10.01.1979, the said Sri Adhir Ranjan Bal, the Vendor herein, as plaintiff instituted a suit for specific performance of contract of the said Agreement for Sale dated 10.01.1979, before the Learned 7th Court of Assistant District Judge at Alipore, which was registered as Title Suit No. 263 of 1994 against the said Moktar Hossain @ Muktar Hossain as







defendant No. 1, Ram Prasad Roy as Defendant No. 2 and one Krishna Chandra Gupta as Defendant No. 3, praying for direction against defendant No. 1 and 2 to execute and register proper Deed of Conveyance in favour of the Plaintiff, Sri Adhir Ranjan Bal in respect of the property under said Agreement, i.e. 8 Cottahs 11 Chattacks and 17 Square Feet being Partition Plot Nos. F, F1 and E at Municipal Premises Nos. 19, 19B & 19C, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034.

AND WHEREAS the said Krishna Chandra Gupta, son of Late Baijinath Prasad Gupta, the Defendant No. 3 in the said Title Suit No. 263 of 1994, has filed a Suit for specific performance of Contract before the Learned Court of 5th Civil Judge (Junior Division) Alipore against the said Moktar Hossain@ Muktar Hossain, which was registered as Title Suit No. 357 of 1991 on the basis of a purported Agreement for Sale dated 24.12.1979 in respect of ALL THAT piece and parcel of land measuring 7 Cottah and 8 Chittaks out of the share of the said Mokhtar Hossain @ Muktar Hossain.

AND WHEREAS on contested hearing the said suit, being Title Suit No. 357 of 1991 was dismissed by Judgment dated 09.08.2005 and Decree dated 28.05.2005 passed by the Learned Court of 5th Civil Judge (Junior Division) at Alipore.

AND WHEREAS against the said Judgment dated 09.08.2005 and Decree dated 28.05.2005 passed in Title Suit No. 357 of 1991, by the Learned Court of 5th Civil Judge (Junior Division) at Alipore, the said Krishna Chandra Gupta preferred appeal





before the Learned District Judge at Alipore, which as registered as Title Appeal No. 159 of 2005 and subsequently the said Appeal was transferred to the Learned 10th Court of Civil Judge (Senior Division) at Alipore and on contested hearing, the said appeal was dismissed by Judgment dated 30th June, 2006 and consequently the said alleged Agreement for Sale dated 24.12.1979 has no legs to stand and lost its force as the said Krishna Chandra Gupta did not prefer any appeal against the judgments.

AND WHEREAS during pendency of the Title Suit No. 357 of 1991 and Title Suit No. 263 of 1994, the said Ram Prosad Roy as Vendor by virtue of a Registered Deed of Sale dated 07.10.1997 sold away ALL THAT piece and parcel of land measuring 3 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less together with structure standing thereon, being Partition Plot No. F, lying and situated at Municipal Premises No. 19B, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 to Sri Adhir Ranjan Bal, the present Vendor herein. The said Deed was registered at the office of the District Sub Registrar-II, South 24 Parganas at Alipore and entered in Book No. I, Volume No. 11, Page Nos. 706 to 731, Being No. 5534 for the year 1997.

AND WHEREAS on the strength of registered Deed of Sale dated 07.10.1997, the said Title Suit No. 263 of 1994 was dismissed for default and consequently the said Adhir Ranjan Bal become the owner of Premises No. 19B, Banamali Ghosh Lane.







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AND WHEREAS after purchasing the aforesaid property being Municipal Premises No. 19B, Banamali Ghoshal Lane, the present Vendor as owner mutated his name in the records of the Kolkata Municipal Corporation, under Assessee No. 41-121-02-0272-2 and enjoying it by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a Registered Deed of Sale dated 07.10.1997 the said Ram Prosad Roy sold away ALL THAT piece and parcel of land measuring 2 Cottahs 11 Chittacks 17 Square Feet, be the same or a little more or less together with structure standing thereon being Partition Plot No. F1, lying and situated at Municipal Premises 19C, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034, to Sri Adhir Ranjan Bal, the present Vendor herein. The said Deed was registered at the office of the District Sub Registrar-II, South 24 Parganas at Alipore and entered in Book No. I, Volume No. 31, Page Nos. 177 to 203, Being No. 5533 for the year 1997.

AND WHEREAS after getting the property, being Partition Plot No. E, by virtue of Deed of Partition, the said Moktar Hossain@ Muktar Hossain, by virtue of a registered Deed of Sale dated 01.09.1997 sold away ALL THAT piece and parcel of land measuring 2 Cottahs 11 Chittacks 17 Square Feet, together with structure standing thereon lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034, to Sri Adhir Ranjan Bal, the present Vendor herein. The said Deed was registered at the office of the District Sub Registrar-II, South





24 Parganas at Alipore and entered in Book No. I, Volume No. 31, Page Nos. 115 to 141, Being No. 4845 for the year 1997.

AND WHEREAS after purchasing the aforesaid properties, being Municipal Premises No. 19C, Banamali Ghoshal Lane, being Partition Plot No. F1 and part of Municipal Premises No. 19, Banamali Ghoshal Lane, being Partition Plot No. E, the Sri Adhir Ranjan Bal the present Vendor herein amalgamated the said two premises being ALL THAT piece and parcel of land measuring 5 Cottahs 8 Chittacks and 33 Square Feet, be the same or a little more or less, together with structure standing therein to a single premises after rectification of all lawful formalities and it was known and numbered as Municipal Premises No. 19C, Banamali Ghoshal Lane, Police Station-Behala, Kolkata-700 034, within the territorial limits of the Kolkata Municipal Corporation(S.S. Unit), in its Ward No. 121, under Assessee No.41-121-02-0273-4 and seized, possessed, used and enjoy the same with the status of its sole Owner without any interruption.

AND WHEREAS the said Mohammad Rafique by virtue of Registered Deed of Sale dated 10.10.1994 sold away ALL THAT piece and parcel of land measuring 3 Cottahs 5 Chittacks 44 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot No. C, lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034, to Adhir Ranjan Bal, the present Vendor here in. The said Deed was registered at the office of the District Sub Registrar-II, South 24 Parganas at Alipore and entered in

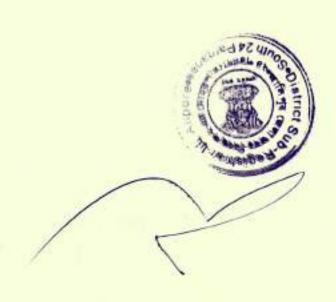


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Book No. I, Volume No. 88, Page Nos. 245 to 260, Being No. 4803 for the year 1994.

AND WHEREAS by virtue of a Registered Deed of Sale said Adhir Ranjan Bal, the present Vendor herein become the owner of ALL THAT piece and parcel of bastu land measuring 5 Cottahs 14 Chittacks 28 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot Nos. C and D, lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane; ALL THAT piece and parcel of bastu land measuring 3 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less. together with structure standing thereon being Partition Plot No. F, at Municipal Premises No. 19B, Banamali Ghoshal Lane and ALL THAT piece and parcel of land measuring 5 Cottahs 8 Chittacks 33 Square Feet, be the same or a little more or less, being Partition Plot Nos. E and F1, lying and situated at Municipal Premises No. 19C, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034 with in the territorial limits of the kolkata Municipal Corporation, in its Ward No.121 and seized, possessed, used and enjoy the same with the status of its sole and absolute Owner without any interruption and enjoying it by paying taxes and outgoings by the appropriate authority, which is more specifically described in the SCHEDULES- "A", "B", and "C", hereunder and herein after referred to as the "Said Premises".

AND WHEREAS in the said premises there are some tenants occupying some part of it and the owner is also enjoying the said premises through tenants by collecting rent from them.



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The particulars of the tenants are set forth in **SCHEDULE**—

"D" hereunder and herein after referred to as the "Said

Tenants".

AND WHEREAS the Vendor declared to sell the said Premises to the intending buyer/ buyers.

AND WHEREAS being aware of such intention of the Vendor, the Purchaser approached the Vendor for purchasing the said premises.

AND WHEREAS the Vendor agreed to sell the said premises to the Purchaser and on negotiation price for the said premises has been settled at a total consideration of Rs. 76,34,250/-(Rupees Seventy Six Lac Thirty Four Thousand Two Hundred and Fifty) only and the said price is the highest market price available for the said premises and the Vendor and the Purchaser have executed an Agreement for Sale in respect of the said premises on 30.08.2009.

AND WHEREAS at the time of negotiation the Vendor do hereby assure, represent and covenant with the Purchaser as follows:-

a. The Vendor as Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to the said premises being <u>ALL THAT</u> piece and parcel of Bastu land measuring 5 Cottahs 14 Chittacks 28 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot Nos. C and D lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane; <u>ALL THAT</u> piece and parcel of Bastu land measuring 3 Cottahs 2



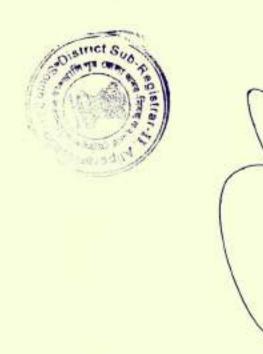




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Chittacks 29 Square Feet, be the same or a little more or less, together with structure standing thereon being Partition Plot No. F, at Municipal Premises No. 19B, Banamali Ghoshal Lane and ALL THAT piece and parcel of Bastu land measuring 5 Cottahs 8 Chittacks 33 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot Nos. E and F1, lying and situated at Municipal Premises No. 19C, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 with in the territorial limits of the kolkata Municipal Corporation, in its Ward No.121 which is more specifically described in SCHEDULES "A", "B" & "C" hereunder.

- b. Save and except the Vendor, nobody else has any right, title, interest, claim and demand whatsoever or howsoever in respect of the said premises.
- c. The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever, subject to the tenants mentioned in <u>SCHEDULE- "D"</u> hereunder.
- d. The Vendor does not hold any excess vacant land within the meaning or the Urban Land (Ceiling and Regulation) Act, 1976.
- e. The Vendor has not entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises.



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- f. The Vendor has good, clear and marketable title in respect of the said premises subject to the tenants mentioned in SCHEDULE- "D" hereunder.
- g. The Vendor has not obtained any loan from any office and/or concern or person or banks or Financial Institutions keeping lien and/or charge and/or mortgages the said premises.
- h. There is no legal bar or impediment restraining the Vendor from selling, transferring and/or dealing with disposing off the said premises or any portion thereof in any manner whatsoever to the best of his knowledge and belief.
- There is no case or suit pending before any competent court of law in respect of the said premises or part of it.
- j. Save and except the tenants mentioned in <u>SCHEDULE- "D"</u> hereunder, no other persons or company occupying the said premise or part of it.
- k. The Vendor has initiated Title Suit No. 333 of 2000 against one Moni Gupta, who is a Tenant in respect of two rooms at Municipal Premises No. 19C, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane and the said case is pending for disposal.
- The said property is not subject to any notice or acquisition or requisition.

NOW THIS INDENTURE WITNESSES that in pursuance of the Agreement for Sale dated 30.08.2009 and in consideration of a total sum of Rs. 76,34,250/-(Rupees Seventy Six Lac Thirty Four Thousand Two Hundred and



Fifty) only paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby admits and acknowledges and discharge the Purchaser and also the said premises mentioned in SCHEDULES "A", "B" & "C" hereunder) the Vendor doth hereby indefeasibly grant, convey, transfer, assign and assure unto the Purchaser the said premises more particularly described in the SCHEDULES "A", "B" & "C" hereunder together with all right of easements, facilities and amenities annexed thereto AND TO ENTER INTO AND TO HAVE, HOLD, POSSESS AND ENJOY the said premises and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with the rights and appurtenances thereto or in connection therewith unto and to the use of the Purchaser forever free from all encumbrances and the Vendor doth hereby indemnify and promise to keep the Purchaser indemnified against all encumbrances, claims, liens, whatsoever created or suffered by the Vendor and covenant with the Purchaser that notwithstanding any act, deed or thing whatsoever made or suffered by the Vendor done or executed or knowingly suffered to contrary the Vendor at all material times hereto before and now has good right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said premises or every part thereof and receive the rents, issues and profits, thereof without any lawful eviction, hindrance



disturbances, claims or demands interruption, and whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from, under or in trust for him. Simultaneously with the execution and registration of the Deed of Conveyance, the Vendor has handed over possession of the said premises to the Purchaser. It is hereby agreed that the Vendor shall render all assistance in mutating the name of the Purchaser in the records of the Kolkata Municipal Corporation as Owner. The Purchaser shall receive current and due rent from the tenants and initiate the case against the Tenants mentioned in SCHEDULE-"D" hereunder and also shall take steps in Title Suit No. 333 of 2000 pending before the Learned 7th Court of Civil Judge (Sr. Division) at Alipore.

THE SCHEDULES ABOVE REFERRED TO

(Description of the property hereby sold)

SCHEDULE-A

ALL THAT piece and parcel of Bastu land measuring 5(five) Cottahs 14(fourteen) Chittacks 28(twenty eight) Square Feet, be the same or a little more or less, together with 400 Square Feet, brick wall tile roofing structure standing thereon, being Partition Plot Nos. C and D, lying and situated in part of R.S. Dag Nos. 93, 94 and 95, under R.S. Khatian No. 158 and 182 of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, being part of Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 with in the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121 together with all

where he does atom





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right of easements, facilities and amenities and annexed thereto to which is butted and bounded :-

ON THE NORTH BY :- Municipal Premises No. 19C,

Banamali Ghoshal Lane;

ON THE SOUTH BY :- Premises No. 19B, Banamali

Ghoshal Lane and Banamali

Ghoshal Lane (K.M.C. Road);

ON THE EAST BY :- 60 Feet Wide James Long Sarani;

ON THE WEST BY :- Premises Nos. 27/1 & 27/2, Banamali

Ghoshal Lane;

SCHEDULE-B

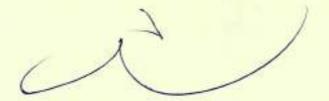
ALL THAT piece and parcel of Bastu land measuring 3(three) Cottahs 2(two) Chittacks 29(twenty-nine) Square Feet, be the same or a little more or less, together with 100 Square Feet, brick wall tile roofing structure standing thereon, being Partition Plot No. F, lying and situated in part of R.S. Dag No. 94, under R.S. Khatian No. 182 of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, being Municipal Premises No. 19B, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 with in the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121 together with all right of easements, facilities and amenities and annexed thereto to which is butted and bounded:-

ON THE NORTH BY :- Part of Municipal Premises No.

19, Banamali Ghoshal Lane;

ON THE SOUTH BY: - Banamali Ghoshal Lane;







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ON THE EAST BY :- 60 Feet Wide

60 Feet Wide James Long Sarani;

ON THE WEST BY :-

Part of Premises No. 19, Banamali

Ghoshal Lane;

SCHEDULE-C

ALL THAT piece and parcel of bastu land measuring 5(five) Cottahs 8(eight) Chittacks 33(thirty-three) Square Feet, be the same or a little more or less, together with 600 Square Feet, brick wall asbestos and tile roofing structure standing thereon, being Partition Plot Nos. E and F1, lying and situated in R.S. Dag No. 93, under R.S. Khatian No. 158 of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, being Municipal Premises No. 19C, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 with in the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121 together with all right of easements, facilities and amenities and annexed thereto to which is butted and bounded:-

ON THE NORTH BY: Municipal Premises No. 19A,

Banamali Ghoshal Lane:

ON THE SOUTH BY: Part of Premises No. 19, Banamali

Ghoshal Lane;

ON THE EAST BY : 60 Feet Wide James Long Sarani,

ON THE WEST BY : Premises No. 11/8, Banamali

Ghoshal Lane;

The property hereby sold mentioned in **SCHEDULES "A", "B"**& "C" is altogether bastu land measuring 14(fourteen) Cottahs

10(ten) Chittacks, be the same or a little more or less together





Closes, South M Property

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with brick wall tile and asbestos roofing structures measuring 1100 Square Feet, standing thereon. The property mentioned in **SCHEDULES "A", "B" & "C"** is delineated with **"RED"** border in the plan annexed with the Deed and plan should be treated as part of this Deed.

SCHEDULE -D

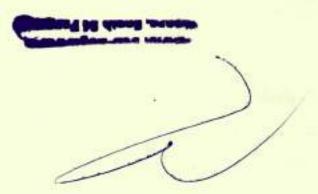
(List of Tenants)

- Arati Sharma, wife of Late Rambahar Sharma is a Tenant in respect of one brick wall tile roofing room and user of common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.
- Bina Halder, wife of Late Biren Halder is a Tenant in respect
 of one brick wall tile roofing room and user of common privy
 at a monthly rental of Rs. 30/- payable according to English
 Calendar at Municipal Premises No. 19, Banamali Ghoshal
 Lane, commonly known as 13, Banamali Ghoshal Lane,
 Police Station Behala, Kolkata 700 034.
- 3. Sunita Biswas wife of Late Benoy Biswas and Swapan Biswas, son of Late Benoy Biswas are the Tenants in respect of one brick wall tile roofing room and user of common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19C, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station Behala, Kolkata 700 034.
- Jasoda Halder, wife of Late Bimal Halder is a Tenant in respect of one brick wall tile roofing room and user of



common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19C, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.

- 5. Babulal Sil son of Sri Bhola Sil is a Tenant in respect of one brick wall tile roofing room and user of common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19C, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station Behala, Kolkata 700 034.
- 6. Urmila Roy, wife of Late Sailen Roy is a Tenant in respect of one brick wall asbestos roofing room and user of common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19C, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.
- 7. Sri Mati Naskar, son of Janara Naskar is a Tenant in respect of one brick wall asbestos roofing room and user of common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.
- 8. Menoka Bera, wife of Kartik Bera is a Tenant in respect of one brick wall asbestos roofing room and user of common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19, Banamali Ghoshal





Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.

- Pannalal Ghosh, son of Sri Santosh Ghosh is a Tenant in respect of one brick wall asbestos roofing room used as shop at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19B, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.
- 10. Mani Gupta, wife of K.C. Gupta is a Tenant in respect of two brick wall title roofing rooms and user of common privy at a monthly rental of Rs. 30/- payable according to English Calendar at Municipal Premises No. 19C, Banamali Ghoshal Lane, commonly known as 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.

IN WITNESS WHEREOF the PARTIES have put their respective signatures on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the PARTIES at Kolkata in the Presence of:-

WITNESSES :-

1. Amendeel Photo-16 A DPS ROAD Kol-33

2. Shand. for san. 18. Nelve Braktic Sh. 19 ve. Forozó. Signature of the <u>VENDOR</u>

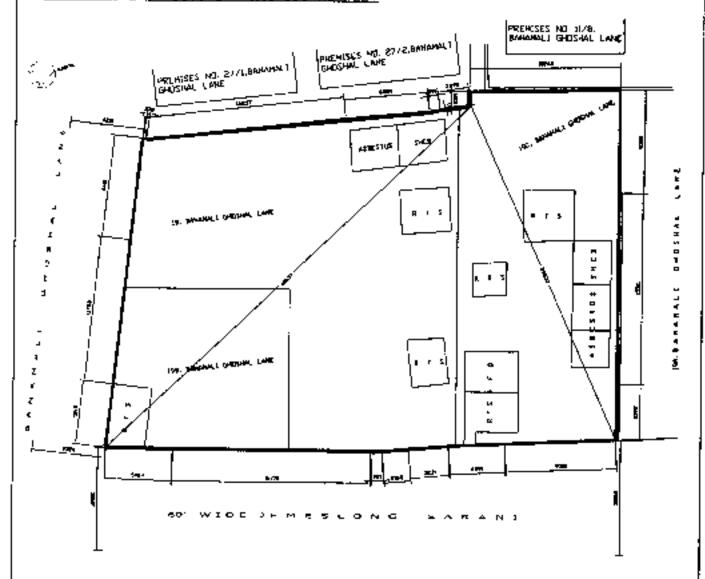
SUN & SUN INFRAMETRIC PVT, LTD.

Authorised Signatory

Signature of the **PURCHASER**



SITE PLAN IN RESPECT OF PREMISES NO. 19, 198 AND 190, BANAMALI GHOSHAL LANE, POLICE STATION - BEHALA, KOLKATA - 700 G34, WITHIN THE TERRITORIAL LIMITS OF THE KOLKATA MUNICIPAL CORPERATION, IN ITS WARD NO. 121
AREA OF THE LAND = 14 COTTANS 10 CHATTAKS, MORE OR LESS (SHOWN IN RED BORDER)
AREA OF THE STRUCTURE = 1100 SQUARE FEET



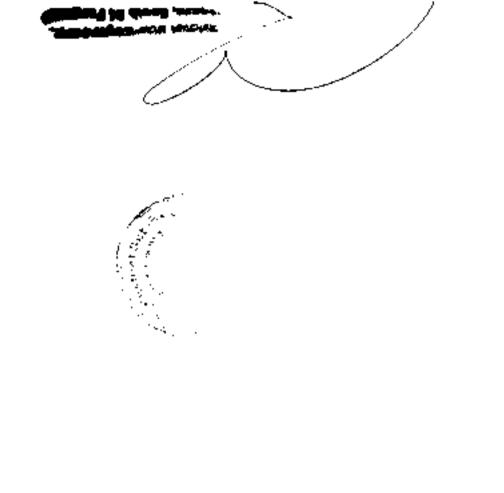
Arther Ranjan Bal.

SIM & SON MITTAMETRIC PVT. LTD.

Authorised Squarery

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Government Of West Bengal

Office Of the D.S.R.-II SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 05467 of 2009

(Sarial No. 05040 of 2009)

On 13/11/2009

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

Presented for registration at 15.40 hrs. on :13/11/2009, at the Private residence, by Pramod Kumar, Choubey, Claimant

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

Execution is admitted on 13/11/2009 by

- I. Adhir Ranjari Ball son of Li Sahadeb Ball, P-24 Purbashapally Dr.A.K. Paul Rd Behala, Kol-700034. Thana Behala, By Caste Hindu, By Profession: Business.
- 2 Pramod Kumar Choubey, Authorised Signatory, Sun & Sun Inframetric Pvt Ltd, Sharma Complex Malviya Rd. Raipur, Chhatrisgarh, By Profession ; Business

Identified By Shambhu Paswan, son of Li Bal Chand Paswan, 18 N B St Kol-700026 ,Thana ., By Caste: Hindu, By Profession: Business.

(Sedhen Chandra Des)
DISTRICT SUB-REGISTRAR-II

On 16/11/2009

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 4 of Indian Stamp Act 1899

Payment of Fees:

Fee Paid in rupees under article : A(1) = 84084/ \cdot E = 14/- \cdot H = 28/- \cdot M(b) = 4/- \cdot on 16/11/2009.

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.-7644930/-

Certified that the required stamp duty of this document is Rs.- 535165 /- and the Stamp duty paid as impresive. Rs - 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 530180/- is paid, by the Bankers cheque number 740045, Bankers Cheque Date 06/11/2009. Bank Name State Bank Of India, Rajpur Main Branch, received on 16/11/2009.

(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR:11

Sadhan Chandra Das)

EndorsementPage 1 of 1

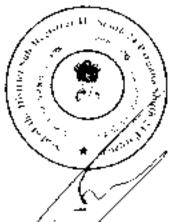
16/11/2009 19:31:00



Contraction of the Contraction o

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 4855 to 4686 being No 05467 for the year 2009.



(Sadhan Chandra Dos) 17-Ngvember 2009 DISTRICT SUB-REGISTRAR-II Office of the D.S.R.-II SOOTH 24-PARGANAS

West Bengal

18/11/81



MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. 76,34,250/-(Rupees Seventy Six Lac Thirty Four Thousand Two Hundred and Fifty) only as full and final consideration from the above named **PURCHASER** in respect of said premises mentioned in **SCHEDULES "A", "B" & "C"** hereinabove, as per Memo below:-

By Cheque No. 295544 dated 25.08.2009 drawn on State Bank of India, Raipur

Main Branch Rs. 11,00,000/-

By Cheque No.295554dated 30.10.2009 drawn on State Bank of India, Raipur

Main Branch Rs. 20,00,000/-

By Cheque No. 295558 dated 06.11.2009 drawn on State Bank of India, Raipur Main Branch

Main Branch Rs. 20,00,000/-

By Cheque No. 295559 dated 06.11.2009 drawn on State Bank of India, Raipur

Main Branch Rs. 20,00,000/-

By Cheque No. 295561 dated 10.11.2009 drawn on State Bank of India, Raipur

Main Branch Rs. 5,34,250/-

TOTAL

Rs. 76,34,250/-

(Rupees Seventy Six Lac Thirty Four Thousand Two Hundred and Fifty) only.

WITNESSES:

1. Amorderpstrokehr

Adhis Ranjon Bal. Signature of the VENDOR

2 Stramer. Rasion.

Drafted by and Prepared in the Office of :-

Subkankar Sarkar

Subhankar Sarkar

Advocate

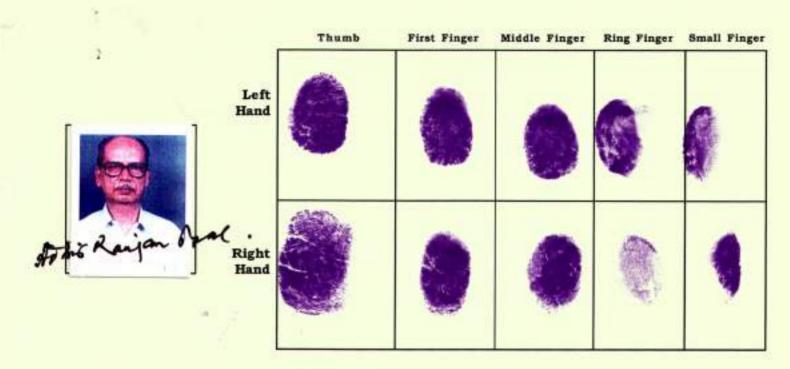
Enrolment No.WB/205/1997 of Bar Council of West Bengal, Alipore Judges' Court, Kolkata: 27.

Computer Print by :-

Amit Biswas



1. 1.



Name: SRI ADHIR RANJAN BAL

Signature: Achio Ranjan Asal.

	Thumb	First Finger	Middle Pinger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name: SRI PRAMOD KUMAR CHOUBEY

Signature : Framed Kriman Choubey,

