

4651

D - 3882/13

(12)

(R)

भारतीय गैर न्यायिक

दस
रुपये
रु. 10



TEN
RUPEES
Rs. 10

INDIA NON JUDICIAL

Q - 9255/2013 Mr. 1,60,000/-

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

69AA 358550

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

[Signature]

Additional District Sub Registrar
Sealdah

03882
21/11/13

-1084

Conveyance

1. Date: 20.11.2013
2. Nature of Document: Sale Deed
3. Parties: Collectively the following, which will include their respective successors-in-interests:

74993

Sl. No. Sold To.
Rs. Adrs.
P. K. DAS
(Govt) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kol-87
L. No-285, RS.
Date. Sign.



12 SEP 2013

Indranagar Conclave Pvt. Ltd.

VICTY
2982

Indranagar Conclave Pvt. Ltd.

Indranagar Conclave Pvt. Ltd.
Director.

Grewal Concepts (P) Ltd.

VICTY
2983

GREWAL CONCEPTS (P) LTD.

Grewal Concepts (P) Ltd.
Director



VICTY
2984

Identified by me,
Sebadas Hazra

Sebadas Hazra
/o. Late Ranjit Hazra
ervice
7A, A.J.C. Bose Road,
Kolkata - 700 017
Shakespeare Sarani

A. D. S. R. SEALDAH
20 NOV 2013
Dist. - South 24 Parganas

- 3.1 **Vendor:** Mrs. Davinder Kaur, wife of Kulwant Singh, by faith Hindu, by occupation Business, Indian National, Having PAN AGGPK8256L and residing at 3D, Dr. G.S. Bose Road, Kolkata-700 039, P.S. Kasba of the **First Part**.
- 3.2 **Purchaser:** Indranagri Conclave Private Limited, a company within the meaning of the Companies Act, 1956 having its registered office at 75C, Park Street, P.S. Park Street, Kolkata-700 016 and I.T. PAN AADCI3130R of the **Other Part** represented by one of its Directors Sri Inderpal Singh Sandhu, son of Late Sarup Singh Sandhu, by faith Sikh, by occupation Business, Indian National, residing at Flat No. 4A, 4th Floor, 'Orbit Enclave' 12/3A, Picaso Bithi, Kolkata-700 017, P.S. Shakespeare Sarani.
- 3.3 **Confirming Party:** Grewal Concepts Private Limited, a company within the meaning of the Companies Act, 1956 and having its registered office at 3D, Dr. G.S. Bose Road, Kolkata-700 039, P.S. Kasba of the **Third Part** represented by one of its directors Kulwant Singh, son of Late Amar Singh, by faith Hindu, by occupation Business, residing at 3D, Dr. G.S. Bose Road, Kolkata-700 039, P.S. Kasba.
4. **Subject Matter of Sale:** One-third undivided share described in Schedule-B in the "Said Property" being the plot of land measuring about 18 Cottahs and 14 Chittacks together with old structures made of brick built walls with tin or asbestos roof measuring about 3000 Square Feet constructed thereon being Premises No. 3F, Dr. Girindra Sekhar Bose Road, Kolkata-700 039 described in Schedule-A.
5. **Background:**
- 5.1 One Netye Chandra Mandal (hereafter "Netye") had purchased various plots of land in C.S. Dag No.348 and 349, Khatian No.1271, in Mouza Kasba, J.L. No.13, Touzi No.340-342, Police Station then Tollygunge now Kasba, District then 24 Parganas and now South 24 Parganas (hereafter "Netye Land") by two several deeds, details whereof are as follows:



A. D. S. R. SEALDAH
20 NOV 2013
Dist.- South 24 Parganas

- 5.1.1 Conveyance dated 14th June, 1918, registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.5, Pages 252 to 267, Being No.2526 for the year 1918.
- 5.1.2 Bengali Sale Deed dated 13thAswin 1326 B.S. registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No.150, Pages 119 to 126, Being No.5116 for the year 1919.
- 5.2 Netye had thereafter obtained a '*Mourasi Mokalari Patta*' in respect of the Netye Land from the superior landlords Kishori Mohon Bandopadhyay and others by a Deed dated 22nd March, 1920 registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No.63, Pages 64 to 67, Being No.1654 for the year 1920.
- 5.3 The Netye Land was originally part of Premises No.1, Bediadanga Road. It was subsequently numbered as Premises No.3, Bedidanga Road under the Tollygunge Municipality and later as 3, Girindra Shekhar Bose Road with the then Corporation of Calcutta which is now the Kolkata Municipal Corporation.
- 5.4 Netye, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate in the year of 1950 leaving behind him surviving his two sons namely Kanak Bhusan Mondal (hereafter "**Kanak**") and Sashi Bhusan Mondal (hereafter "**Sashi**") as his only legal heirs who thus jointly and in equal shares became, inter alia, the owners of Netye Land.
- 5.5 Kanak died intestate leaving behind him surviving his widow Protiva Sundari Mondal (hereafter "**Protiva**") and four sons Nirmal Chandra Mondal hereafter "**Nirmal**"), Amal Chandra Mondal (hereafter "**Amal**"), Shyamal Chandra Mondal (hereafter "**Shyamal**") and Malay Chandra Mondal (hereafter "**Malay**") as his legal heiress and heirs who thus jointly became entitled to one-half undivided share in the Netye Land.
- 5.6 By a Deed of Settlement dated 1st September, 1969 registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 91, Pages 76 to 84, being No. 4656 for the year 1969, Sashi had settled his undivided one-half share in the Netye Land



A. D. S. R. SEALDAH

20 NOV 2013

Dist. - South 24 Parganas

(hereafter the "Trust Property") in a trust (hereafter the "Trust") which, inter-alia, provided that:

- 5.6.1 The two trustees of the Trust would be Barun Chandra Mandal (hereafter "Barun") and Smt. Dipty Roy (hereafter "Dipty"), (Barun and Dipty hereafter collectively the "Trustees") who would hold the Trust Property.
 - 5.6.2 The Trustees would be entitled to sell the Trust Property with the consent of both Barun and Dipty and on such terms and conditions as the Trustees would think fit and proper.
 - 5.6.3 In the event any of the Trustees died or refusing or becoming unfit or personally incapable to act as a trustee, a new trustee might be appointed in his or her place by the surviving or the continuing Trustee.
- 5.7 Barun having refused to act further as a Trustee of the Trust and thereafter by a Deed of Discharge of trustee and Relinquishment of Right dated 7th November, 1973 registered with the Sub-Registrar of Alipore in Book No. I, Volume No. 119, Pages 33 to 38, being No. 5043 for the year 1973, it was, inter-alia, declared that:
- 5.7.1 Barun had retired from acting further as a Trustee and all his rights, title and/or interests in the Trust Property vested in Dipty, the continuing Trustee, and she became the sole Trustee.
 - 5.7.2 Barun disclaimed and forever relinquished in favour of Dipty his right to consent to sale the Trust Property and Dipty alone could sell the Trust Property or any portion thereof.
- 5.8 In the above circumstances, Protiva, Nirmal, Ainal, Shyamal, Malay and Dipty becoming entitled to sell the Netye Land, by a Deed of Conveyance dated 23rd April, 1974, registered with the Sub-Registrar of Alipore in Book No.I, Being Deed No.2863 for the Year 1974, sold jointly to Sardar Bachan Singh (hereafter "Bachan") and his wife Bhagwan Kaur (hereafter "Bhagwan") a tenanted portion with dilapidated tin roofed structure thereon from the north east side of the Netye Land



A. D. S. R. SEALDAH

20 NOV 2013

I

Parganas

measuring about 18 (eighteen) Cottahs and 14 (fourteen) Chittacks, which portion is described in the Schedule-A and was subsequently re-numbered as 3F, Dr. Girindra Sekhar Bose Road, Kolkata - 700 039 (the "Singh Land") together with the right to use the 33 (thirty-three) feet wide common passage to the west of the Singh Land (hereafter the "Common Passage") from Girindra Shekhar Bose Road to the end of the Singh Land.

- 5.9 Bachan and Bhagwan had put up some temporary structures having brick built walls with tin and asbestos shed at the Singh Land about 3000 (three thousand) Square Feet for letting out the same on tenancy. The Singh Land, the structures thereon and the right to use the Common Passage hereafter collectively called the "Said Property".
- 5.10 After completion of such construction, Bachan and Bhagwan had inducted Jhantoo Sharma, Kanwar Sain Varma, Bhikari Shaw and J.S. Matharu (hereafter the "Tenants") as tenants in the Said Property.
- 5.11 Bachan had expired testate on 30th May, 1985 after making and publishing his last Will and Testament dated 17th February, 1981 by which he had bequeathed his undivided one-half share in the Said Property in favour of his wife Bhagwan and the Letter of Administration in respect of the said Last Will and Testament was duly granted by the Learned District Delegate, Alipore in Case No.385 of 1996 (L.A.) under Act 39. Accordingly Bhagwan became the sole and absolute owner of the Said Property.
- 5.12 Bhagwan had expired testate on 30th January, 2002 after making and publishing her Last Will and Testament dated 13th August, 2001 by which she had bequeathed the Said Property in favour of her three grandsons namely Kulwant Singh (hereafter "Kulwant"), Inderjit Singh (hereafter "Inderjit") and Prabhjot Singh (hereafter "Prabhjot"). The Probate of the Last Will and Testament of Bhagwan was granted by the Learned District Delegate, Alipore in Case No.159 of 2002 (P) under Act 39 and accordingly the Kulwant, Inderjit and Prabhjot, became the joint owners of the Said Property, each having one-third undivided share therein.



A. D. S. SEALDAH

20 NOV 2013

D.67 argaonak

- 5.13 By a Deed of Exchange dated 6th August 2002, registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I, Pages 1 to 13, being Deed No.2556 for the Year 2004, Kulwant had exchanged his one-third share in the Said Property with the undivided the one-third share of one Harneck Singh (hereafter "Harneck") in the Said Property No. 3D, Dr. Girindra Sekhar Bose Road. This Exchange was confirmed by Inderjit and Prabhjot and Harneck thus became owner of one-third undivided share of the Said Property in place and stead of Kulwant.
- 5.14 Harneck, Inderjit and Prabhjot thus became the joint owners of the Said Property each having one-third undivided share therein.
- 5.15 By his letter dated 24th May, 2006 the said Jhantu Sharma had surrendered the tenancy in respect of the portion of which he was the tenant.
- 5.16 By a Deed of Conveyance dated 10th March, 2008, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 6, Pages from 7284 to 7299, being Deed No.02635 for the Year 2011, Prabhjot had sold to the Confirming Party his undivided one-third share in the Said Property subject to the tenancies of the Tenants.
- 5.17 By a Deed of Conveyance dated 11th July, 2008, registered with the ADSR Sealdah in Book No.I, CD Volume No. 2, Pages from 8518 to 8535, being Deed No. 00869 for the Year 2011, Harneck had sold to the Confirming Party his undivided one-third share in the Said Property subject to the tenancies of the Tenants.
- 5.18 By a Deed of Conveyance dated 18th July, 2008, Registered with the ADSR Sealdah, in Book No.I, CD Volume No. 2, Page 8536 to 8553, being Deed No. 00870 for the year 2011, Inderjit had sold to the Vendor his undivided one-third share in the Said Property subject to the tenancies of the Tenants.
- 5.19 By his letter dated 31st December, 2008 the said Kanwar Sain Varma had surrendered the tenancy in respect of the portion of which he was the tenant.



A. D. S. R. : DAH
20 NOV 2013
Dist. - So: ৩৯৯

5.20 By his letter dated 29th March, 2012 the said T.S. Matharu had surrendered the tenancy in respect of the portion of which he was the tenant.

5.21 By his letter dated 30th August, 2013 the said Bhikhari Shaw had surrendered the tenancy in respect of the portion of which he was the tenant.

5.22 Thus, the Vendor is the owner of undivided one-third share in the Said Property and the Confirming Party of the remaining undivided two-third share therein free from all encumbrances.

5.23 The Vendor, with the concurrence of the Confirming Party, is hereby selling her one-third undivided share and/or interest in the Said Property under the terms and conditions contained hereunder.

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 her one-third share and/or interest in the Said Property described in Schedule-A.

6.2 **Consideration:** The sale is being made for Rs.1,60,00,000/- (Rupees one crore and sixty lac) out of which the Purchaser shall deposit Rs.1,60,000/- (Rupees one lac and sixty thousand) as TDS under the Income Tax Act, 1961, in the account of the Vendor in PAN AGGPK8256 Land the balance of Rs.1,58,40,000/- (one crore, fifty-eight lac and forty thousand) the Purchaser has paid to the Vendor at or before execution hereof the receipt whereof the Vendor hereby and by the Memo of Consideration below confirm, admit and acknowledge.

6.3 **Release:** The Vendor hereby releases and discharges the Purchaser from payment of the Consideration and every part or portion thereof and further acquits, releases and relinquishes in favour of the Purchaser all her rights, title and/or interests in respect of her one-third share and/or interest in the Said Property and every part and portion thereof.



A. D. S. R. : DAH
20 NOV 2013
Dist. - ১ ১০৯৪

6.4 Terms of Sale: The Transfer of the one-third share and/or interest in the Said Property being effected 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 one-third share and/or interest in the Said Property upto 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 one-third share and/or interest in the Said Property to the Purchaser, the receipt whereof the Purchaser hereby confirms, admits, acknowledges and accepts.

6.7 Vendor's Covenants: The Vendor hereby covenants with the Purchaser that:

6.7.1 The Vendor has good right, full power and absolute authority to sell, transfer and convey the one-third share and/or interest in the Said Property to the Purchaser free from all encumbrances, lispendens and/or attachments whatsoever.

6.7.2 The Purchaser shall hereafter peaceably and quietly have, hold, possess and enjoy the one-third share and/or interest in the Said Property without any obstruction, hindrance, eviction, claims and/or demands whatsoever from or any person or persons claiming through, under or in trust for either of the Vendor, including the Confirming Party.

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 one-third share and/or interest in the Said Property unto the Purchaser or more effectually transferring the same to the Purchaser.



A. D. S. 24 PARGANAS

20 NOV 2013

Dist. -

- 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 one-third share and/or interest in the Said Property, statutory or contractual, and the Vendor hereby further undertake and covenant to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the Purchaser.
- 6.9 **Confirmation:** The Confirming Party hereby confirms that it has consented to the sale of the one-third share and/or interest in the Said Property of the Vendor to the Purchaser, has no objection whatsoever thereto and that it 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 one-third share and/or interest in the Said Property of the Vendor unto the Purchaser or more effectually transferring the same to the Purchaser.

**Schedule-A
(Said Property)**

ALL THAT the Municipal Premises No. 3F, Dr. Girindra Sekhar Bose Road, Kolkata - 700 039, admeasuring about 18 Cottahs and 14 Chittacks with old structures made of brick built walls with tin and asbestos shed constructed thereon measuring about 3000 Square Feet within Police Station Kasba, District 24 Parganas (South), Ward No. 67 of the Kolkata Municipal Corporation, *together with* the right to use the 33 (thirty-three) feet wide common passage to the west thereof from Dr. Girindra Shekhar Bose Road to the end thereof butted and bounded as follows:

- ON THE NORTH : By Municipal Road known as Dr. Girindra Sekhar Bose Road;
- ON THE EAST : By portion of Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road;
- ON THE SOUTH : By Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road and
- ON THE WEST : Partly by 33 feet wide common passage and partly by Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road.



A. D. S. SEALDAH
20 NOV 2013
-janas

Schedule-B
("Subject Matter of Sale")

One-third undivided share and/or interest in the Said Property described in Schedule-A equivalent to 6 Cotthas, 4 Chittacks and 30 Square Feet of land with old structures, 39 years old, made of brick built walls with tin and asbestos shed constructed thereon measuring about 1000 Square Feet.

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

Signed, sealed and delivered by the
Vendor in the presence of:

1. Sebadas Hazra
6/7A, A J C Bose Road
Kolkata - 700017

2. ^{Pais} Ramesh Kumar Shunghunwal
75C Park St
Kol - 16

Davinder Kaur

Signed, sealed and delivered by the
Purchaser in the presence of:

1. Sebadas Hazra

2. ^{Pais}

Signed, sealed and delivered by the
Confirming Party in the presence of:

1. Sebadas Hazra

2. ^{Pais}

Indranagari Conclave Pvt. Ltd.
Jitendra Singh
Director.

GREWAL CONCEPTS (P) LTD.
Kulwant Singh
Director



A. D. S. R. SEALDAH
10 NOV 2013

Receipt and Memo of Consideration

Out of the Consideration of Rs.1,60,00,000/- (Rupees one crore and sixty lac) mentioned in Clause 6.2, the Vendor hereby confirms having received from the Purchaser Rs.1,58,40,000/- (one crore, fifty-eight lac and forty thousand) by Pay Order No. 013971 dated 19.11.2013 purchased from Union Bank of India, Harish Mukherjee Road Branch and the balance sum of Rs.1,60,000/- (Rupees one lac and sixty thousand) the Purchaser shall deposit as TDS under the Income Tax Act, 1961, in the account of the Vendor in PAN AGGPK8256.

Davinder Kaur

[Vendor]

Witnesses:

1. *Setadas Hazra*

2.

Rang



A. D. S. R. : 2AH

20 NOV 2013

Signature of the
Presentant/
Executant/Sellers/
Buyer/Claimant
with Photo

UNDER RULE 44 A OF THE I.R. ACT 1908

L.H. BOX - SMALL TO THUMB PRINTS

N.B:-

R.H. BOX - THUMB TO SMALL PRINTS



Davinder Kaur

L.H.					
R.H.					

ATTESTED:- *Davinder Kaur*



Jai Singh Bhat

L.H.					
R.H.					

ATTESTED:- *Jai Singh Bhat*



Rakesh Singh

R.H.					
------	--	--	--	--	--

ATTESTED:- *Rakesh Singh*

PHOTO	L.H.					
	R.H.					

ATTESTED:-



A. D. S. R. S. SEALDAH
20 NOV 2013
Dist. - - - - -



Government Of West Bengal
Office Of the A.D.S.R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 03882 of 2013
(Serial No. 04651 of 2013 and Query No. 1606L000009255 of 2013)

20/11/2013

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

Presented for registration at 16.40 hrs on :20/11/2013, at the Private residence by Sri Inderpal Singh Sandhu ,Claimant.

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

cution is admitted on 20/11/2013 by

Mrs. Davinder Kaur, wife of Kulwant Singh , 3d, Dr. G. S. Bose Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession : Business

Kulwant Singh
Director, Grewal Concepts Pvt. Ltd., 3d, Dr. G. S. Bose Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039.
, By Profession : Business

Sri Inderpal Singh Sandhu
Director, Indranagri Conclave Pvt. Ltd. (pan-aadci3130r), 75c, Park Street, Kolkata, Thana:-ParkStreet, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
, By Profession : Business

Identified By Sebadas Hazra, son of Late Ranjit Hazra, 6/7a, A J C Bose Rd, Kolkata, Thana:-Shakespear Sarani, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700017, By Caste: Hindu, By Profession: Service.

(Jaideb Pal)
ADDITIONAL DISTRICT SUB-REGISTRAR

21/11/2013

ertificate 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.

ayment of Fees:

ount by Draft

Rs. 176003/- is paid , by the draft number 415856, Draft Date 19/11/2013, Bank Name State Bank of India, LA MARTINIÈRE, received on 21/11/2013

(Under Article : A(1) = 175989/- , E = 14/- on 21/11/2013)



(Jaideb Pal)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

11/11/2013 13:21:00

Department of West Virginia
State of West Virginia
Charleston, West Virginia

County of _____, State of West Virginia
Case No. _____
Filed _____ 19____

Plaintiff, _____
vs.
Defendant, _____

Comes now _____
and moves the Court for an order
granting _____

and that _____
and that _____
and that _____

Respectfully,

Attorney for Plaintiff

Witness my hand and seal of the Court
this _____ day of _____ 19____

Clerk of the Court

Plaintiff



Plaintiff

Plaintiff



Government Of West Bengal
Office Of the A.D.S.R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 03882 of 2013
(Serial No. 04651 of 2013 and Query No. 1606L000009255 of 2013)

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.-1,60,00,000/-

Certified that the required stamp duty of this document is Rs.- 1120020 /- and the Stamp duty paid as Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty Rs. 1120020/- is paid , by the draft number 415855, Draft Date 19/11/2013, Bank : State Bank of India, LA MARTINIERE, received on 21/11/2013

(Jaideb Pal)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Jaideb Pal)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 7874 to 7889
being No 03882 for the year 2013.



J

(Jaideb Pal) 21-November-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SEALDAH
West Bengal