

06577/09

09567/09



पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

v/c 1824/09

474557

At 05-12 P.m.  
03.9.09

7 611610

50000

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

S.No-13811/09

Additional Registrar  
Assurances-I, Kolkata  
07/9/09 37900 (10)

*[Signature]*

BID  
12.53

THIS INDENTURE is made on this the 3... day of 09... 09,  
Two Thousand and Nine BETWEEN SHRI MAHINDER SINGH alias

03/9/09

115

511/09

MAHINDER SINGH GILL, son of Late Badal Singh, at present residing at 85, Prince Anwar Shah Road, Kolkata – 700 037, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, legal representatives, administrators, successors, nominees and/or assigns) of the **ONE PART**.

**A N D**

**M/S. MONARK DEALCOM PVT. LTD.**, a Company incorporated under the Companies Act, 1956, having its registered office at Kamalalaya Centre, Room No. G-50 of 156A, Lenin Sarani, Kolkata – 700 013, represented by one of its Directors, Shri Prabir Kumar Suhasaria, son of Shri Ramlal Suhasaria, residing at 82B, Sambhunath Pandit Street, Kolkata – 700 020, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its successor or successors in office and /or assigns) of the **OTHER PART**.

**WHEREAS :**

- A) M/s. Ballygunge Bank Ltd., a company incorporated under the Companies Act, purchased a piece and parcel of land having an area of 5 Bighas, 16 Cottahs, 4 Chittaks and 27 Sq.ft. being premises No. 2/2/A and 2/2/B, Hazra Lane, P.S. Tallygunge, Sub-Registry Office Alipore, Kolkata – 700029 from Chandi Charan Bardhan and Lakshmi Kanta Bardhan, the Executors to the Estate of Rakhai Chandra Bardhan on valuable consideration, by virtue of a registered Deed of Conveyance, which was registered before the Alipore Sadar, Sub-Registry Office at Alipore in Book No. I, Volume No. 51, Pages 290 to 300, Being No. 4012 for the year 1943.
- B) Out of the said total property, said Ballygunge Bank Ltd. sold a demarcated piece and parcel of land containing an area of 19 Cottahs, 2 Chittaks and 29 Sq.ft. together with two storied brick built house situated therein being

premises No. 2/2/A, Hazra Lane and after such sale, they continued to seized and possessed of the balance portion of the vacant land being premises No. 2/2/B, Hazra Lane, Kolkata – 700 029.

- C) Said Ballygunge Bank Ltd. by special resolution dated 28<sup>th</sup> of June, 1947 changed the name to Ballygunge Real Property and Building Society Ltd. and the Memorandum of Association has adopted by the special resolution has been fully confirmed by the Hon'ble High Court at Calcutta by its order dated 14<sup>th</sup> July, 1947.
- D) Said Ballygunge Real Property and Building Society Ltd. after sale of a portion of the said premises No. 2/2/B, Hazra Lane were fully seized and possessed of and well and sufficiently entitled to balance portion of the vacant land containing an area of 4 Bighas, 13 Cottahs, 6 Chittaks and 12 Sq.ft. and divided the same into several small plots numbering "A", "B", "C" & "D".
- E) Said Ballygunge Real Property and Building Society Ltd., by a Deed of Conveyance dated 12<sup>th</sup> April, 1949, which was registered before the Alipore Sadar, Joint Registrar Office and recorded in Book No. I, Volume No. 13, Pages 277 to 288, Being No. 1998 for the year 1949 sold, conveyed and transferred on valuable consideration to Mrs. Harrinder Kaur a piece and parcel of land containing an area of 14 Cottahs, 7 Chittaks and 8 Sq.ft. be little more or less lying and situate at Beltala Mouza, Manoharpukur Holding No. 82 formerly Holding No. 258, Division V, Sub-Division 'P', Dihi Panchannagram, Touzi No. 1298/2833 being Plot Nos. A and B of the land Scheme 2/2/B, Hazra Lane being portion of the said premises No. 2/2/B, Hazra Lane, Sub-Registry Office at Alipore, District 24 Parganas, Kolkata – 700 029.
- F) After purchasing the said property, said Harrinder Kaur duly mutated her name in the record of the Calcutta Municipal Corporation (now renamed as Kolkata Municipal Corporation) with regard to the piece and parcel of land

measuring about 14 Cottahs, 7 Chittaks and 8 Sq.ft. be little more or less being portion of Municipal Premises No. 2/2/B, Hazra Lane, which was subsequently renumbered as Municipal Premises No. 125A, Motilal Nehru Road and were paying taxes in her name.

- G) Said Harrinder Kaur constructed several structures on the said property and let out the same to different tenants.
- H) Said Harrinder Kaur having decided to sell out of the aforesaid property, one plot being plot No. 'B' with existing tenants thereon having an area of 7 Cottahs, 3 Chittaks and 8 Sq.ft. be the same a little more or less being part of premises No. 125A, Motilal Nehru Road, Kolkata - 700 029, she by a registered Deed of Conveyance dated 8<sup>th</sup> November, 1979 sold, conveyed and transferred the same jointly to the present Vendor and his brother Sinder Singh @ Surinder Singh both sons of Late Badal Singh on valuable consideration and the same was duly registered before the District Sub-Registry Office at Alipore, 24 Parganas in Book No. I, Volume No. 157, Pages 203 to 213, Being No. 5988 for the year 1979.
- I) On the same date i.e. on 8<sup>th</sup> November, 1979, said Harrinder Kaur also by another registered Deed of Conveyance sold, conveyed and transferred the plot No. 'A' with tenants thereon being remaining portion of Premises No. 125A, Motilal Nehru Road having an area of 7 Cottahs and 4 Chittaks be little more or less to Gurdev Singh, Gurmil Sing and Gurdayal Singh on valuable consideration and the same was duly registered before the District Sub-Registry office at Alipore, 24 Parganas in Book No. I, Volume No. 132, Pages 64 to 74, Being No. 5987 for the year 1979.
- J) Thus by said two registered Deed of Conveyances, the present Vendor jointly with said Sinder Singh @ Surinder Singh, Gurdev Singh, Gurmil Singh and Gurdayal Singh became the joint owners in respect of the entirety of the said property being premises No. 125A, Motilal Nehru Road, Kolkata - 700 029 having an area of 14 Cottahs 7 Chittaks and 8 Sq.ft.

- K) All the aforesaid Purchasers jointly mutated their names in the record of the Kolkata Municipal Corporation and accordingly the aforesaid property after amalgamation have been mutated as premises No. 125A, Motilal Nehru Road in the record of Kolkata Municipal Corporation.
- L) The present Vendor is thus become absolute owner in respect of undivided 1/4<sup>th</sup> share (more or less) in respect of the entirety of the aforesaid property being premises No. 125A, Motilal Nehru Road, Kolkata 700 029.
- M) The Vendor having decided to sell his undivided 1/4<sup>th</sup> share (more or less) in the aforesaid property, the Purchaser agreed to purchase the same at or for a consideration of Rs.30,00,000/= (Rupees thirty lakh only) free from all encumbrances, charges, liens, lispendents, attachments, acquisition, requisition whatsoever, subject to existing tenancies of the tenants thereon.

**NOW THIS INDENTURE WITNESSETH** that pursuance to the said arrangement and in consideration of a sum of Rs.30,00,000/= (Rupees thirty lakh only) paid by Purchaser to the Vendor at or before execution of these presents, which the Vendor doth hereby admit and acknowledge to have receive the same and every part thereof as per the Memo given below, the Vendor doth hereby grant, sale, convey, transfer, assign, assure, release and discharge unto and to the use of the said Purchaser free from all encumbrances, charges, liens, whatsoever, subject to existing tenancies of the respective tenants thereon **ALL THAT** the undivided 1/4<sup>th</sup> share (more or less) in respect of the piece and parcel of land measuring about 14 Cottahs 7 Chittaks and 8 Sq.ft. situated at premises No. 125, Motilal Nehru Road, Kolkata – 700 029 together with structure situated thereon (more fully described in the Schedule hereunder written) hereinafter referred to as the "said Property" **TOGETHER WITH** all other easements including the right of ingress and egress and/or facilities and/or amenities attached thereto free from all encumbrances, charges, liens, attachments, whatsoever nature save and except the existing tenants thereon **TOGETHER WITH** the compound, outhouse, garden and appurtenances belonging thereto **TOGETHER WITH** all trees, fences, hedges,

ditches, ways, waters, watercourses, lights, liberties, privileges, easements and appurtenances, whatsoever, to the said property belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or appurtenant thereto AND ALSO the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof with ALL DEEDS documents writing vouchers or other evidence of title relating to the said property or any part thereof and all estate right title and interest use inheritance property possession benefit claims and demand whatsoever both at law and in equity of the Vendor unto or upon or any part thereof of the said property TO HAVE AND TO HOLD the said property (as fully described in the Schedule hereinafter written) hereby sold, conveyed, transferred, assigned, assured, expressed or intended so to be TOGETHER WITH the appurtenances and rights as aforesaid unto the Purchaser, and other rights muniments and appurtenances unto and to the use and benefit of the Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever absolutely and forever AND THAT notwithstanding any act deed matter or thing done whatsoever by the Vendor or any person lawfully or equitably claiming by from or through or under or in trust for him made done commit or committed or intentionally suffered to the contrary she, the Vendor, now is lawfully and as absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property together with the right of easement and/or other amenities hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter, defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Vendor now have in himself good right full power and lawful and absolute authority to sell, convey, transfer, assign and assure his undivided 1/4<sup>th</sup> share (more or less) in the said property hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and for the use of the Purchaser absolutely in the manner as aforesaid free from all encumbrances, charges, liens, attachments, whatsoever as specified in Schedule hereunder written, hereby conveyed and assured and intended so to be unto and to the use of the Purchaser, its successor or successors in office and/or assigns AND THAT free and clear and



freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or his predecessor in interest and well and sufficiently saved defended and kept harmless and indemnified of, from and against all and all manner or forms and other estate, right title interest lien charges and encumbrances whatsoever and further more that the Vendor and all his heirs, executors, administrators, legal representatives, successors and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser and its successor or successors, executors, administrators, legal representative and/or assigns against any losses damages costs charges, expenses if suffered by reason of any defect in title of the Vendor or any breach of the covenant hereunder contained AND FURTHER that the Vendor or any person or persons having lawfully or equitably claiming any estate or interest whatsoever in the said undivided 1/4<sup>th</sup> share (more or less) in the said property or part thereof from under or in trust for the Vendor or from or under or any of his ancestors in interest at the request and at the cost of the Purchaser, its successor or successors in office and/or assigns from time to time shall do and execute or cause to be done and executed such acts, deeds, things and matters whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, its successor or successors in office and/or assigns according to the true intents and meaning of this deed as shall or may be reasonably required AND FURTHER the Vendor represented to the Purchaser that save and except himself no other persons acquired any right, title or interest in respect of the aforesaid property or any part thereof and accordingly, Vendor shall at all times keep indemnified the Purchaser against any loss or damages if suffered by such claim of any third party or parties in respect of the aforesaid property.

**THE SCHEDULE ABOVE REFERRED TO :**

ALL THAT the undivided 1/4<sup>th</sup> share (more or less) in respect of the piece and parcel of land measuring about 14 Cottahs 7 Chittaks and 8 Sq.ft. situated at premises No. 125A, Motilal Nehru Road, P.S. Tollygunge, Sub-Registry Office at Alipore, District 24 Parganas, Kolkata - 700 029, together with <sup>700 Sq.ft. Tin shed</sup> structure situated thereon and butted and bounded as follows:

*Prabhat Kumar Subhas*  
*LM*

ON THE NORTH : By the land of Sukhdev Singh being premises No. 124A

ON THE SOUTH : By Motilal Nehru Road;

ON THE EAST : By 40' wide Corporation Road;

ON THE WEST : By premises No. 122/10, Motilal Nehru Road.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals on the day month and year first written above.

SIGNED, SEALED AND DELIVERED  
BY THE VENDOR AT KOLKATA IN  
PRESENCE OF :

1. *[Signature]*  
Flat No 67  
City High  
Rameswar Road  
Kolkata - 700033

2. *[Signature]*  
S/o. S. Mohinder Singh  
H-No-12450, Near Pukhraj  
Cinema Balthinda (Bunjab)

*[Signature]*  
(VENDOR)  
(PAN NO - AQPPS 5400D)

*[Signature]*  
S. MOHINDER SINGH  
GILL

SIGNED, SEALED AND DELIVERED  
BY THE PURCHASER AT KOLKATA IN  
PRESENCE OF :

1. *[Signature]*

2. *[Signature]*  
HARPREET SINGH GILL  
S/o S. GORMAIL SINGH GILL  
493, MODEL TOWN  
PH-1  
BALTHINDA (P.B.)  
151001

For HENLAK DEALCOM PRIVATE LTD.

*[Signature]*  
Director

PAN NO - A12VFS-1609H

(PURCHASER)

*[Signature]*  
Drafted by  
*[Signature]*  
Adv.  
C.A.M.S. Law Firm



MEMO OF CONSIDERATION

Received a sum of Rs.30,00,000/= (Rupees thirty lakh only) being the full consideration money as per memo given below :

- a) By Pay Order No. 000222 dated 20.03.2009 drawn on Kotak Mahendra Bank, Brabourne Road Branch, Kolkata - 700 001. Rs. 5,00,000/=
- b) By Pay Order No. 097313 dated 03.09.09 drawn on Canara Bank, A.C. Bose Road ~~United Bank of India, J.N. Road~~ Road Branch, Kolkata - 700 087. Rs. 15,00,000/=
- c) By Cheque No. 916407 dated 03.09.09 drawn on United Bank of India, J.N. Road Branch, Kolkata - 700 087. Rs. 5,00,000/=
- d) By Cash Rs. 5,00,000/=

Rs. 30,00,000/=

(Rupees thirty lakh only)

Witness :

1. Hriday Singh

2. Arun Singh

( VENDOR )

On 03/09/2009

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

Presented for registration at 17.12 hrs on :03/09/2009, at the Private residence by Prabir Kumar Suhasaria, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 03/09/2009 by

1. Mahinder Singh Gill, son of Lt. Badal Singh, 85, Prince Anwar Shah Road, Kolkata-37, Thana ..., By caste Hindu, by Profession :Others
2. Prabir Kumar Suhasaria, Director, M/ S, Monark Dealcom Pvt. Ltd., 156 A, Lenin Sarani, Kolkata-13, profession :Business

Identified By Harjinder Singh Gill, son of Guimail Singh Gill 85, Prince Anwar Shah Road Kolkata-33 Thana ..., by caste Hindu, By Profession :Others.

Name of the Registering officer : Dines Kumar Mukhopadhyay  
Designation : A. R. A. -I KOLKATA

On 04/09/2009

Payment of Fees:

Fee Paid in rupees under article : A(1) = 85701/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on:04/09/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 7791600/-

Certified that the required stamp duty of this document is Rs 545432 /- and the Stamp duty paid as: Impressive Rs- 5000

Deficit stamp duty

Deficit stamp duty 1.Rs 49000/- is paid, by the draft number 953259, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 2.Rs 49000/- is paid, by the draft number 953260, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 3.Rs 49000/- is paid, by the draft number 953261, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 4.Rs 49000/- is paid, by the draft number 953262, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA

*DM*  
Dines Kumar Mukhopadhyay  
Additional Registrar of Assurances  
KOLKATA  
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE OF  
KOLKATA  
7 SEP 2009  
Govt. of West Bengal

Office of the A.R.A.-I KOLKATA  
5, Govt Place ( North ) , KOLKATA - 700001  
Endorsement For deed Number :I-09567 of :2009  
(Serial No. 06577, 2009)

Chadni Chowk Kolkata, received on :04/09/2009. 5.Rs 49000/- is paid, by the draft number 953263, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 6.Rs 49000/- is paid, by the draft number 953264, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 7.Rs 49000/- is paid, by the draft number 953265, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 8.Rs 49000/- is paid, by the draft number 953266, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 9.Rs 49000/- is paid, by the draft number 953267, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 10.Rs 49000/- is paid, by the draft number 953268, Draft Date 02/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009. 11.Rs 37900/- is paid, by the draft number 151168, Draft Date 03/09/2009 Bank Name STATE BANK OF INDIA, Chadni Chowk Kolkata, received on :04/09/2009.

Name of the Registering officer : **Dines Kumar Mukhopadhyay**  
Designation : **A. R. A. -I KOLKATA**

On 07/09/2009

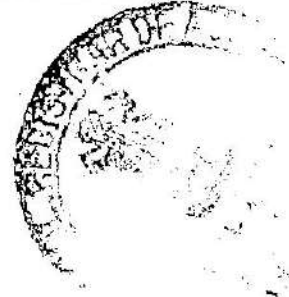
Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23.5 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs 12550/- is paid, by the draft number 151239, Draft Date 07/09/2009 Bank Name STATE BANK OF INDIA, New Market Kolkata, received on :07/09/2009.

Name of the Registering officer : **Dines Kumar Mukhopadhyay**  
Designation : **A. R. A. -I KOLKATA**



*Dines*  
[Dines Kumar Mukhopadhyay]  
A. R. A. -I KOLKATA  
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE OF  
KOLKATA  
Govt of West Bengal  
7 SEP 2009

SPECIMEN FORM FOR TEN FINGER PRINTS



*Subodh Subodh*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



*M. M. M.*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



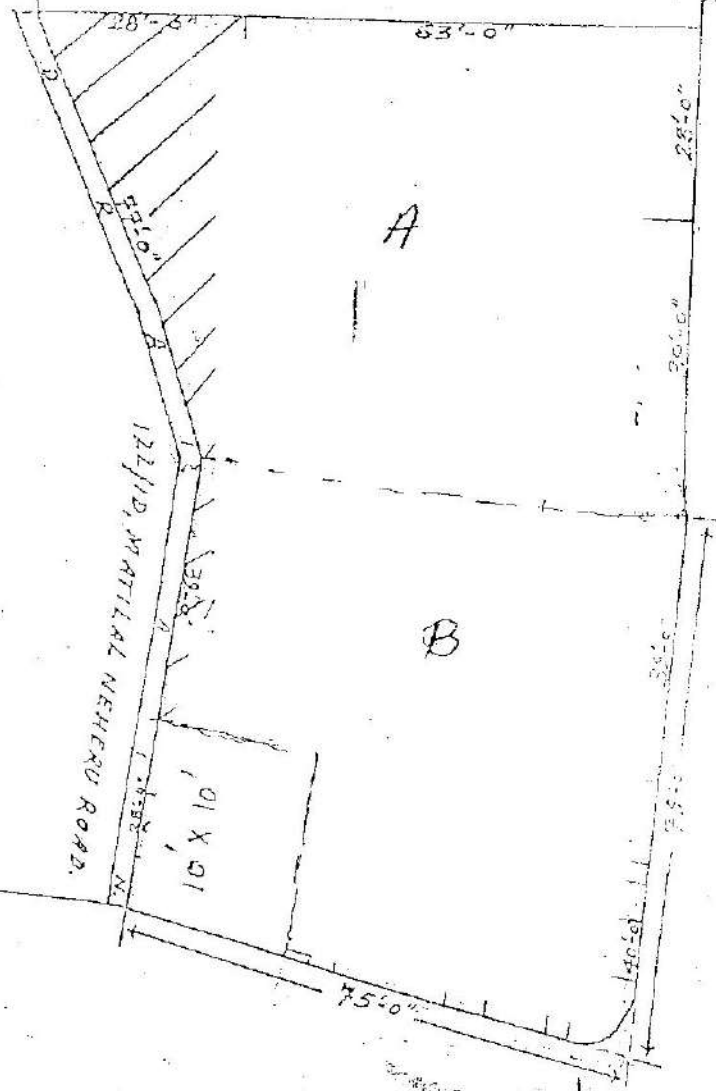
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

LAND PLAN FOR PORTION OF PREMISES NO. 122A, 2 B  
 MATILAL NEHERU ROAD, (2/2B, HANBA LANE)  
 TOTAL AREA: 14 K. 7 CH. 8 SET CALCUTTA - 29.  
 SCALE = 25' = 1" INCH.  
 SOLD LAND SHOWN IN RED BORDER.

LAND OF SUKHDEV SINGH 124A



ROAD

Sukhdev Singh

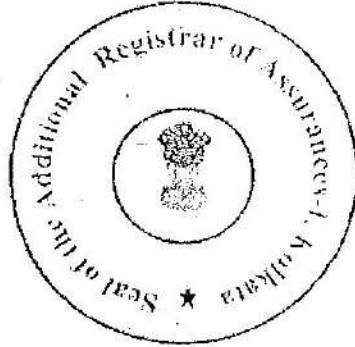
TO

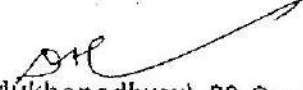
MATILAL NEHERU ROAD.

Handwritten signature or mark.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - J  
CD Volume number 21  
Page from 10026 to 10041  
being No 09567 for the year 2009.



  
(Dines Kumar Mukhopadhyay) 09-September-2009  
A. R. A. -I KOLKATA  
Office of the A.R.A.-I KOLKATA  
West Bengal



FILE : CAPSDM125, Motilal-Mahinder (1119)  
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DATED THIS            DAY OF            2009

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BETWEEN

SHRI MAHINDER SINGH alias  
MAHINDER SINGH GILL

.. VENDOR

AND

M/S. MONARK DEALCOM PVT. LTD.

... PURCHASER

**SALE DEED**

Re: Property sale of Deed of undivided  
1/4<sup>th</sup> share of premises No. 125, Motilal  
Nehru Road, Kolkata - 700 029.

N. N. CHAKRABORTY  
ADVOCATE  
84/1, BELTALA ROAD  
KOLKATA - 700 026.