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R-7518/10



मिचमवडा पश्चिम बंगाल WEST BENGAL

687335

3.9.10 3.10 pm  
S. 24565/10

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

Addl. Dist. Sub Registrar  
Alipore, South 24 Parganas

03 SEP 2010

THIS INDENTURE is made on this the 3rd day of September  
Two Thousand and Nine BETWEEN SHRI GURDEV SINGH, son of

Late Badal Singh, at present residing at 85, Prince Anwar Shah Road, Kolkata - 700 033, 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 Kamalaya Centre, Room No. C-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, Gurnil Singh, Gurdayal Singh and Mahinder 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 joint Owners duly 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  $1/6^{\text{th}}$  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  $1/6^{\text{th}}$  share (more or less) in the aforesaid property, the Purchaser agreed to purchase the same at or for a consideration of Rs. 45,00,000/- (Rupees Forty Five Lakhs 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 arrangements and in consideration of a sum of Rs. 45,00,000/- (Rupees Forty Five Lakhs 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  $1/6^{\text{th}}$  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 1/6<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 1/6<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 1/6th share (more or less) in respect of the piece and parcel of land measuring about 2 Cottahs 6 Chittaks 24 sq. ft. out of 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 200 sq. ft. tiles shed out of 1200 sq. ft. tiles shed structure situated thereon and butted and bounded as follows:

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

ON THE SOUTH : By Motilal Nehru Road;

ON THE EAST : By 40' wide Corporation Road;

ON THE WEST : By Premises No. 122710, 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. *H. Singh*  
Flat No 6F  
City High Town II.  
Riviera Anwar Saha Rd.  
Kolkata 700 33
2. *Anu K. Saha*  
82B. S. N. Rd  
KOL-20

*Gurdev Singh*  
\_\_\_\_\_  
(VENDOR)

(GURDEV SINGH)



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

1. Hayinder Singh Gill  
Flat No 6F Tower II.  
Suby High  
Prince Anwar Shah Rd.  
Idli Market 700033  
P.S. Tollygunge

2. Anu Mr. Suhasari-  
82B- S.N.P St  
KOL-20

FOR PRABIR SUHASARIA PRIVATE LTD

Prabir Mr. Suhasari  
Director

(PURCHASER)

(PRABIR SUHASARIA)

MEMO OF CONSIDERATION

Received the following sum of Rupees being the full consideration money paid by Purchaser to the Vendor as per memo given below :

- a) By Pay Order/Cheque No: 378891 dated 28-06-10 Rs 100,000  
 drawn on AXIS BANK 348311 62-810 Rs 500,000  
 348312 28.8.10 Rs 200,000  
 ..... Rs.....
  - b) By Pay Order/Cheque No: 480145 dated 19-08-10 Rs 15,00,000  
 drawn on State Bank of India 480146 dated 17-08-10 Rs 10,00,000  
 BHATINDA ..... Rs.....
  - c) By Cash Rs. 1,20,00,000
- TOTAL: Rs. 4500,000

(Rupees Forty five Lac .....only)

Witness :

1. Hayinder Singh Gill  
 85 Kinnia Anwar Shik Road  
 Tower II, Flat No 6F  
 P. S Tollygunge  
 Kolkatta - 700033
2. Arun Kr Suhasanik  
 82 B, Shambhu Nath  
 Pandit St, Kol-20

*(Handwritten signature of Gurdev Singh)*

(VENDOR)

(GURDEV SINGH)

Read over explained  
& drafted by me: -  
*(Handwritten signature)*  
ADV

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*(Vertical handwritten text on the right margin)*



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left hand					
right hand					

Name ..... GURDEV SINGH

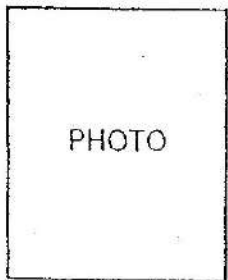
Signature .....



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left hand					
right hand					

Name ..... PRABIR SUHASARIA

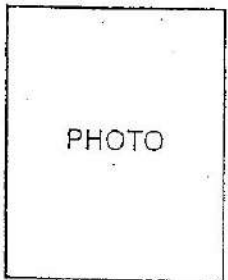
Signature .....



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

Name .....

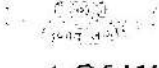
Signature .....



	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 A. D. S. R. ALIPORE**  
**District:-South 24-Parganas**

Endorsement For Deed Number : I - 07518 of 2010  
(Serial No. 09414 of 2010)

On 03/09/2010

**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.

**Payment of Fees:**

Fee Paid in rupees under article : A(1) = 93379/- ,E = 14/- on 03/09/2010

**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.-8489167/-

Certified that the required stamp duty of this document is Rs.- 594262 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 586200/- is paid, by the Bankers cheque number 479628, Bankers Cheque Date 10/07/2010, Bank Name State Bank of India, SSI BRANCH, BHOWANIPORE, received on 03/09/2010
2. Rs. 3150/- is paid, by the draft number 469903, Draft Date 30/08/2010, Bank Name State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 03/09/2010

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

Presented for registration at 15.10 hrs on :03/09/2010, at the Private residence by Prabir Kr Suhasaria ,Claimant.

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

Execution is admitted on 03/09/2010 by

1. Gurdev Singh, son of Lt Badal Singh , 85, Pr Anwar Shah Road, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700033 , By Caste Hindu, By Profession : Others
2. Prabir Kr Suhasaria  
Director, M/s Monark Dealcom P Ltd, 156 A, Lenin Sarani, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700013 .  
, By Profession : Others

Identified By H Singh, son of G Singh, City High Tower li, Pr Anwar Shah Road, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700033 , By Caste: Hindu, By Profession: Business.

  
**Utpal Kumar Basu )**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**

03/09/2010 04:23:00 P

EndorsementPage 1 of 2

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

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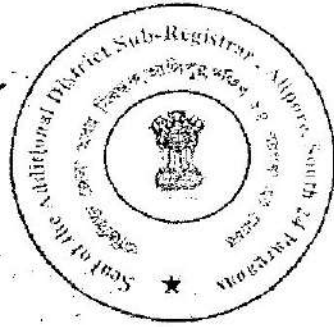
Endorsement For Deed Number : I - 07518 of 2010  
(Serial No. 09414 of 2010)

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( Utpal Kumar Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 32  
Page from 4549 to 4563  
being No 07513 for the year 2010.



*Utsav*  
(Utpal Kumar Basu) 03-September-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. ALIPORE  
West Bengal