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02-02-10

THIS DEED OF SALE is made on this the 1st day of September

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BETWEEN

SRI SANTANU SEN, son of late Debaprasanna Sen Sharma, by nationality Indian, by religion - Hindu, residing at 1603, Panorama Tower, Prathamesh Complex, off Veera Desai Road, Andheri (West), Mumbai - 400 053, hereinafter be referred to as the VENDOR (which expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, executors, legal representatives and assigns) of the ONE PART.

AND

(1) SMT POOJA KEDIA, wife of Govind Kedia, and (2) SRI GOVIND, KEDIA, son of Lake Ramanard Realia both by nationality Indian, both by religion Hindu, both residing at 98, Cristopher Road, Brindavan Garden, Block No. 'A-5', Flat No 10 D, Kolkata – 700 048, both hereinafter jointly be referred to as the PURCHASERS (which expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs executors, legal representatives and assigns) of the OTHER PART

WHEREAS:

1. By an indenture of sale executed on 07.02.1936 made between one Messrs Mungiram Bangur and Company, referred to therein as the vendor of the one part AND one Hariprasanna Sen Sharma and Debaprasanna Sen Sharma, since deceased, both referred to therein as the purchasers of the other part, registered at the office of the District Sub-Registrar of 24-Parganas at Alipore and recorded in Book No. I, Volume No. 15, Pages 257-262, Being No. 1864 for the year 1936, the said vendor therein, for the consideration mentioned therein, sold, granted, transferred; assigned and assured to and in favour of the said purchasers therein, all that the homestead land measuring about 02 Cottah 04 Chittack 00 Square Foot lying situated and being premises No. 41, Russa Road (subsequently known and numbered as 29B, Charu Chandra Avenue), Calcutta (hereinafter be referred to as the 'SAID MOTHER LAND').

- The said Hariprasanna Sen Sharma and the said Debaprasanna Sen Sharma, since4 deceased while thus seized and possessed of the said mother land constructed a two storied masonry building on the said mother land by making equal contribution thereto.
- The said Hariprasanna Sen Sharma died intestate on 18.08.1944 leaving behind him and survived by his wife Smt Asha Sen as his only legal heiress in accordance to the Hindu Law of Daybhag school prevailing at that relevant time.
- The said Smt Asha Sen, and the said Debaprasanna Sen Sharma, since deceased ,for the purpose of more convenient and peaceful and exclusive possession ownership and enjoyment of the property as aforesaid partitioned by a deed of partition executed on 10.10.1972 the said property by metes and bounds in the manner that the said Smt Asha Sen became the sole and absolute owner in respect of then revenue free redeemed land measuring about 1 coittah 5 chittack 3% square feet together with the a portion of the said masonry two storied building standing thereon at premises no. 29B, Charu Chandra Avenue, Police Station Charu Market, Kolkata - 700 033 and the said Debaprosanna Sen Sharma, since deceased became the sole and absolute owner in respect of then revenue free redeemed land measuring about 0 coittah 14 chittack 43% square feet together with the a portion of the said masonry two storied building standing thereon measuring about 300 square feet at premises no. 29B, Charu Chandra Avenue, Police Station Charu Market, Kolkata - 700 033 (the divided portion the said Debaprosanna Sen Sharma got is more fully and particularly described in the schedule hereunder written and hereinafter be referred to as the SAID PROPERTY). The said deed of partition was registered at the Office of the District Sub-Registrar of 24-Parganas at Alipore and recorded in Book No. I, Volume No. 118, Pages 105-123, Being No. 4171 for the year 1972.

- The said Debaprasanna Sen Sharma died intestate on 03.01.1997 leaving behind him and survived by his only son Sri Santanu Sen, the vendor herein. Malina Sinha, wife of the said Debaprasanna Sen Sharma predeceased him on 01.08.1977.
- Upon death of the said Debaprasanna Sen Sharma, the said property, in accordance to the Hindu Law, devolved upon Sri Santanu Sen, the vendor herein, in entirety.
- The vendor being the sole absolute owner in respect of the said property by virtue of the deed of partition as aforesaid, mutated the same in her name in the record of the Kolkata Municipal Corporation vide assessee No. 11-081-02-0164-2.
- 8. The vendor has intended to sell the said property with the following representations to the purchasers:
 - The vendor is absolute owner in respect of the said property free from all encumbrances.
 - ii) The vendor has full power and absolute authority to sell the said property to the purchaser and deliver the peaceful vacant physical possession thereof..
 - iii) The said property is free from all encumbrances whatsoever and the same is not affected by notice of acquisition and requisition by any competent authority.
 - iv) The said property is not vested by any competent authority and the vendor

is in physical possession of the said property...

- v) The said property is free from all encumbrances whatsoever and the same is not affected by notice of acquisition and requisition by any LT authority.
- The said property is not affected by any notice form the KMC for irregularity and illegality.
- vii) The said property has a good and marketable title and the same is not kept mortgaged.
- The purchasers approved the representations of the vendor as aforesaid are true and bonafied, have agreed to purchase the said property.
- 10. The vendor offered to sell and the purchasers agreed to purchases the said property as is where is basis at and for a consideration of Rs. 10,00,000.00 (Rupees Ten Lakh) only.
- 11. The purchasers have now called upon the vendor to execute and register a proper deed of conveyance to complete the sale and transfer the said property to and in favour of the purchasers so that the purchasers can own and possess the said property absolutely.

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement for sale as aforesaid and in consideration of the said total sum of Rs. 10,00,000.00 (Rupees Ten Lakh) only which purchasers, before execution of these presents paid to the vendor (the receipt whereof the vendor doth hereby and also by separate receipts hereunder written

admit and acknowledge to have received the same) and the vendor in terms and in compliance of the said agreement doth hereby acquit release and discharge for ever the said property consisting of the revenue free redeemed land measuring about 0 coittah 14 chittack 43% square feet together with the a portion of the said masonry structure standing thereon measuring about 300 square feet at premises no. 29B Charu Chandra Avenue, Police Station Charu Market, Kolkata – 700 033 (the said property is described in the second schedule hereunder written and is shown in the plat/map annexed hereto and bordered thereon with 'RED' verge), the vendor doth hereby grant sell, convey, transfer, assign and assure unto the purchaser the said property TO HAVE AND TO HOLD the said property hereby granted sold conveyed transferred assigned and assured and every part or parts thereof absolutely, forever and free from all encumbrances to and unto the purchasers

THE VENDOR DOTH HEREBY DECLARE TO THE PURCHASER AND THE PURCHASERS APPROVES:

I. That the vendor is seized and possessed of and well and sufficiently entitled to the said property hereby sold granted conveyed transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner of condition use trust whatsoever. The vendor has good right full power and absolute authority to sell grant convey transfer assign and assure the said property with all their estate right title interest property claim and demand whatsoever into or upon the said property unto the purchaser free from all encumbrances trust liens and attachments whatsoever.

THE VENDOR DOTH HE

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- I. That the purchasers shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming through under or in trust for him.
- II. That the said property is free and clear and clearly and absolutely exonerated and discharged from or by the vendor or his predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all manner of former or other estates rights titles interests liens charges and encumbrances whatsoever created made done occasioned or suffered by him or any of his predecessors-in-title or any person or persons rightfully claiming from under or in trust for him.
- III. That the vendor shall not do anything whereby the rights of the purchasers hereunder may be prejudicially affected and shall do all act as may be necessary to ensure the rights available to the purchaser as purchaser.
- IV. That the vendor shall, simultaneously upon execution of these presents handover all title deeds and documents in original to the purchasers.

THE SCHEDULE AS REFERRED TO HEREINABOVE

ALL THAT the revenue free redeemed land measuring about then revenue free redeemed land measuring about 0 coittah 14 chittack 43¼ square feet together with the a portion of the said masonry structure standing thereon measuring about 300 square feet at premises no. 298, Charu Chandra Avenue, Kolkata Municipal Corporation Ward No. 081, Police Station - Charu Market, Kolkata – 700 033, butted and bounded in the manner following

On the North

by 20° Charuchandra Avenue

On the South

by Mandals land

On the East

by plot No. 27

On the West

by plot No. 31

IN WITNESES WHEREOF the parties hereto put their respective hands on these presents on the day, month and year first above written.

WITNESSES:

1. Vijay Agaswal 3841 A.P.C. Road Kol-9.

Santam &

VENDOR

2. Morinal Kanti Brothe Vivaka nanda Palle Utlar Minta PS. Nimtz Cul-49

1. Young Kedia

2. Growing Kuman Kindil

PURCHASERS

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned sum of Rs. 10,00,000.00 (Rupees Ten Lakh) only in the following manner.

- 1. A sum of Rs. \$,00,000'00 (Rupees Five Lack only
)only by pay order bearing No. 120276 dated 01.09.2008
 drawn on HDFC Bank, Stephen House Kolkata. B B. D. Bag.
 Kol-700001
- 2. A sum of Rs. S,00,000°00 (Rupees Five lack
) only by pay order bearing No. 120277 dated 01.09.2008
 drawn on HDFC Bown Stephen House Kolkata. B.B.D.Bog.
 Kol-1 Kolkata.

WITNESSES:

1. Vijay Agorowal

Santonn Ry

2. Merinal Kanti Delle

Drafted by me and prepared in my office

Swapna chakraborty.

Advocate

Alipore Judges' Court,

Kolkata - 7000 027

Government Of West Bengal

Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 00818 of 2010

(Serial No. 10462 of 2008)

On 01/09/2008

Payment of Fees:

Fee Paid in rupees under article: A(1) = 10989/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 01/09/2008

Deficit stamp duty

Deficit stamp duty

- Rs. 30000/- is paid, by the draft number 387236, Draft Date 30/08/2008, Bank Name STATE BANK OF INDIA, Harish Mukherjee Rd., received on 01/09/2008
- 2 Rs. 25050/- is paid, by the draft number 387237, Draft Date 30/08/2008, Bank Name STATE BANK OF INDIA, Harish Mukherjee Rd., received on 01/09/2008

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

Presented for registration at 13.21 hrs on :01/09/2008, at the Office of the A.R.A.-I KOLKATA by Pooja Kedia., one of the Claimants.

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

Execution is admitted on 01/09/2008 by

- Santanu Sen., son of Lt Debaprasanna Sen Sharma, Panorama Tower, Prathamesh Complex, 1603, Veera Desai Road, Mumbai (Bombay), Thana:-ANDHERI, District:-Mumbai, MAHARASHTRA, India, Pin :-400053 By Caste Hindu, By Profession: Others
- 2. Pooja Kedia., wife of Govind Kedia , Brindavan Garden, A-5, Flat No:10 D, Christophar Road, CALCUTTA, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700048 By Caste Hindu, By Profession: ----
- 3. Govind Kr. Kedia., wife of Lt Ramanand Kedia , Brindavan Garden, A-5, Flat No:10 D, Christophar Road, CALCUTTA, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700048 By Caste Hindu, By Profession: Others

Identified By Vijay Agarwal, son of Lt K. C. Agarwal, 307/1, A. P. C. Road, CALCUTTA, Thana:-Amherst Street, District:-Kolkata, WEST BENGAL, India, P.O. :-. Pin :-700009 , By Caste: Hindu, By Profession: Business.

(Ramananda Das) ADDL. REGISTRAR OF ASSURANCE-I

On 19/01/2010

Certificate of Market Value (WB PUVIL rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1818437

Certified that the required stamp duty of this document is Rs.- 109106 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

> 2 FEB 2010 (Dines Kumar Mukhopadayay) ADDLT REGISTRAR OF ASSURANCE-I EndorsementPage 1 of 2



Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 00818 of 2010

(Serial No. 10462 of 2008)

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

On 02/02/2010

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 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty

- -1. Rs. 25000/- is paid33479422/01/2010STATE BANK OF INDIA, H.m.rd Kolkata, received on 02/02/2010
- Rs. 25150/- is paid33479522/01/2010STATE BANK OF INDIA, H.m.rd Kolkata, received on 02/02/2010

*Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees :

A(1) = 9009/- on 02/02/2010.

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I





SPECIMEN FORM FOR TEN FINGERPRINTS

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