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5335

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 43247

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this documents.

[Signature]
District Sub-Register
Howrah

03 JUN 2013 11:05 AM

—:: DEED OF SALE ::—

THIS DEED OF SALE is made on this the 31st day of May, Two Thousand Thirteen (2013) A.D. BETWEEN

6755. 3015/13
M/S. Panchmahal Projects Pvt. Ltd.
11, Mukhram Kanoria Road, Gokulbasi, Howrah
152

End

Devesh Shroff



3015

Devesh Shroff



District Sub-Registrar
Howrah

31 MAY 2013

DEVESH SHROFF
FATHER - BUL SHROFF
84 HINDUSTAN PARK
KOL-29.
PS - GARIANAT
CA.

SRI BALKISHNA SHROFF, [PAN AROPS3560L], Son of Late Narayan Shroff, by faith Hindu, by Nationality Indian, by occupation Business, residing at 17, Banstala Lane, Kolkata-700007 at present residing at 36, Hindustan Park, Police Station Gariahat, Kolkata-700029, hereinafter jointly referred to as the "VENDOR" (which expression unless excluded by or repugnant to the context shall mean and include all his heirs, legal representatives, successors, executors, administrators and assignors) of the ONE PART;

AND

M/S. PANCHMAHAL PROJECTS PRIVATE LIMITED, [PAN AAHCP1605J] a Company registered under the Indian Companies Act, 1956, being Registration No.U45400WB2013PTC192403 and having its Registered Office at 11, Mukhram Kanoria Road, Police Station Golabari, District Howrah, *being Represented by its Managing Director MR. SRIKRISHNA SINGH*, [PAN ANFPS5498E], Son of Sri Ram Ratan Singh, by faith Hindu, by Nationality Indian, by occupation Business, residing at 10/6, Ramlal Mukherjee Lane, Police Station Golabari, District Howrah, hereinafter referred to as the "PURCHASER" (which expression unless excluded by or repugnant to the context shall mean and include all its

Contd...

successors-in-office, Directors, executors, administrators and assignees) of the OTHER PART;

WHEREAS all that piece and parcel of premises of Bastu Land measuring more or less 6 (Six) Cottahs 10 (Ten) Chittaks out of 19 (Nineteen) Cottahs 14 (Fourteen) Chittaks as per measurement as per Deed 17 (Seventeen) Cottahs 11 (Eleven) Chittaks and as per Municipal record 1 (One) Bigha 4 (Four) Chittaks with partly old pucca two storied structures as well as R.T. Shed structures standing thereon alongwith all easement, privileges and amenities attached thereto comprised within Howrah Municipal Corporation Ward No.14 and Holding No.11, Mukhram Kanoria Road, Police Station Golabari, District Howrah, together with right of user over 7'-0" feet wide common passage, corresponding to Dag No.271, 272 appertaining to Khatian No.153 of Mouza and Police Station Golabari, District Howrah under Sheed No.40 as fully and clearly described in the Schedule 'A' herein below which is the subject matter of the present Deed of Sale;

AND WHEREAS one Sri Narayan Shroff, Son of Bashidhar

Contd...

SOLD AREA OF LAND: 6K-10 CH- OUT OF 19K-14CH.

R.T. SHED 1500 SFT.

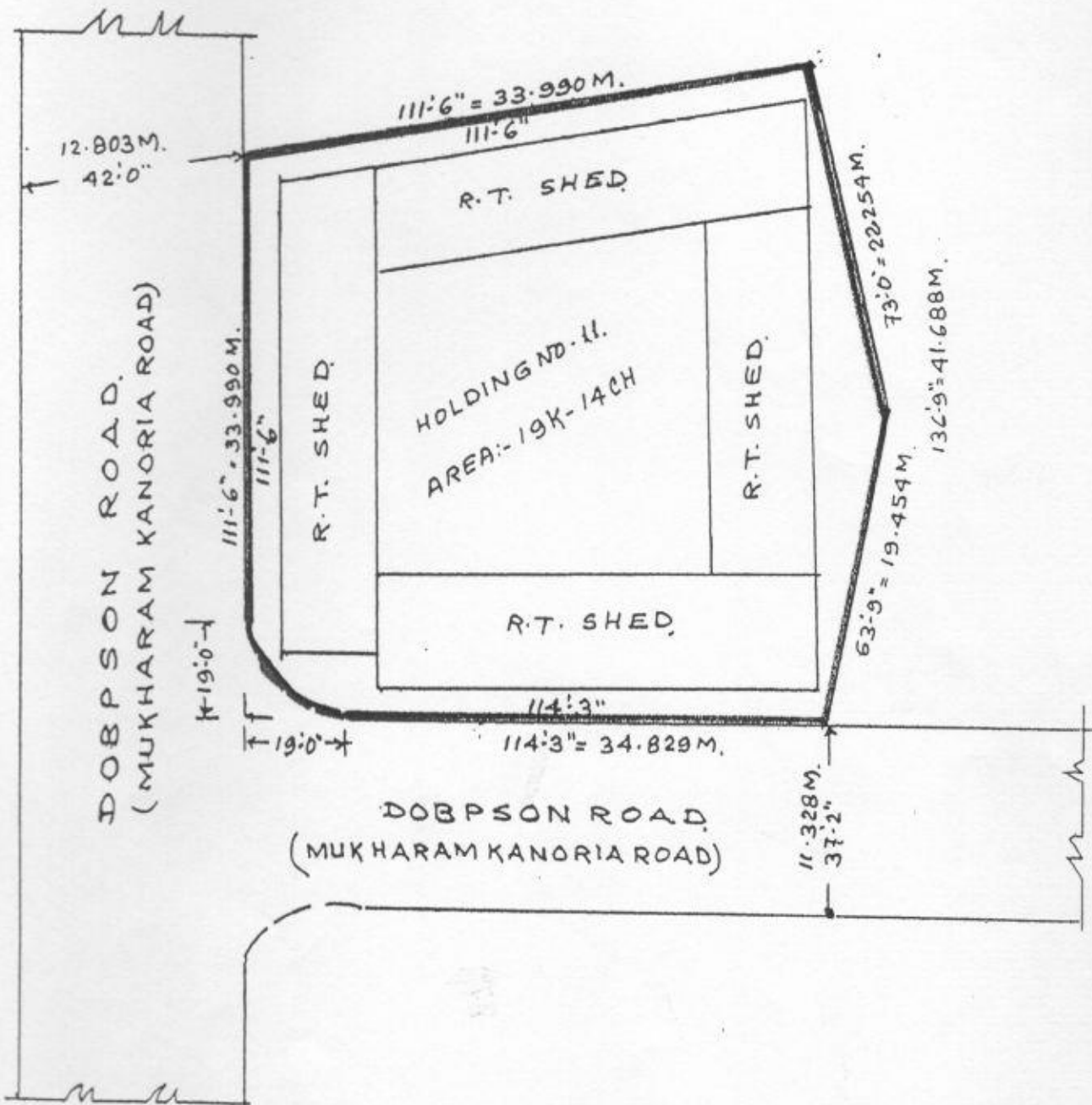
SHOWN IN RED BORDER.

VENDOR:- SRI BALKISHNA SHROFF,

PURCHASER:- M/S. PANCHMAHAL PROJECTS PVT. LTD

REPRESENTED BY ITS MANAGING
DIRECTOR MR. SRIKRISHNA SINGH.

Sri Krishna Singh



Branch Name: _____

Branch Code: **HOWRAH 00091**

Date: 30/05/2013

Certified that a sum of

Rs. 8,54,400/- (Rupees Eight Lacs Fifty-four thousand four hundred only) has been paid towards Stamp

Duty by Smt M/S PANCHAMAL PROJECTS PVT. LTD.

residing at 11, Mukherjee Kanoria Road, P.S - Golabari, Howrah

For Credit to the Account of the Govt. of West Bengal.

Not over Rs. 8,54,400/-

Debi Prasad
Signature of authorized Officer
(S. S. Number: 9-6630)

G. Ghosh
Signature of authorized Officer
(S. S. Number: 9-5414)



(Considered to be valid if signed by 2 authorized officials for amount of Rs. 50,000/= or more)

Billbirin

T. R. FORM No. - 7

(See S. R. 46)

District Sub-Registrar
Howrah

Challan for Deposit of money in the account of Government of West Bengal

1. Name of the Bank & Branch *S.B.I HOWRAH BRANCH*

2. (a) Name of the Treasury

(b) Treasury Code

H W A

3. Account Code

0 0 3 0 0 2 1 0 2 0 0 7 1 7

(14 Digit must be filled up properly.)

4. Detail Head of Account

S.A.B.R

5. (a) Amount

8,54,400/-

(b) In Words

Rupees *Eight Lakhs fifty four Th*

6. By whom tendered Name & Address :

four hundred only.

7. Name / Designation & Address of the Departmental Officer on whose behalf, favour money is paid : *Jy Debata Howrah Court.*

8. (a) Particulars and Authority of Deposit :

M/S PANCH MAHAL PROJECT PRIVATE LIMITED

(b) T. V. No. & Date of A.C

11, Mukhram Kanon Road PS- Golabari HOWRAH

9. Accounts Officer by whom adjustable Accountant General (9A & E) West Bengal Verified

Signature of Departmental / Treasury Officer

Jy Debata
Depositor's Signature

Date :

Received payment

Treasury Received Challan No

Bank Scroll Serial No.

30 MAY 2019

INITIALS

Signature with seal of the Bank

Receipt by the Bank / Treasury

Date :

In respect of Challan relating to refund of unspent amount of A. C. Bill

T. R. FORM No. - 7

(See S. R. 46)

District S. Howrah Registrar

Challan for Deposit of money in the account of Government of West Bengal

1. Name of the Bank & Branch

SBI HOWRAH BRANCH
S A B R DELIVERED

2. a) Name of the Treasury

(b) Treasury Code

H W A

3. Account Code

0 0 3 0 0 2 1 0 2 0 9 7 1 7

(14 Digit must be filled up properly)

4. Detail Head of Account

S.A.B.R

5. (a) Amount

8 54 400/-

(b) In Words

Rupees Eighty four thousand

6. By whom tendered Name & Address :

four hundred only.

7. Name / Designation & Address of the Departmental Officer on whose behalf / favour money is paid :

M/S LANCH MITHAL PRIVATE LIMITED
11, RAJBATI ROAD, HOWRAH

8. (a) Particulars and Authority of Deposit :

(b) T. V. No. & Date of A. C

9. Accounts Officer by whom adjustable Accountant General (9A & E) West Bengal Verified

Signature of Departmental / Treasury Officer

Depositor's Signature

Date :

Treasury Received Challan No

Received payment

Bank Scroll Serial No.

Receipt by the Bank / Treasury

Signature With seal of the B

Date :

Stamp: 123075 CHHAI PANI, 30 MAY 2013, SBT 44



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

Shankar...



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LEFT HAND					
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RIGHT HAND					

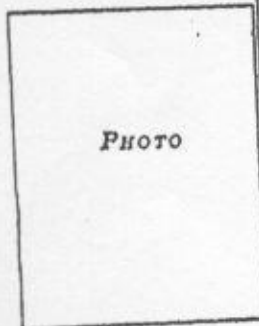
PANCHMAHAL PROJECTS PVT. LTD.

Sulcus...

Director



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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					



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 05335 of 2013
(Serial No. 05944 of 2013 and Query No. 0501L000012321 of 2013)

On 31/05/2013

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

Presented for registration at 18.10 hrs on :31/05/2013, at the Private residence by Sri Balkishna Shroff ,Executant.

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

Execution is admitted on 31/05/2013 by

1. Sri Balkishna Shroff, son of Late Narayan Shroff , 36, Hindustan Park, Kolkata, Thana:-Gariahat, District:-Kolkata, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : Business
Identified By Devesh Shroff, son of B. K. Shroff, 36, Hindustan Park, Kolkata, Thana:-Gariahat, District:-Kolkata, WEST BENGAL, India, Pin :-700029, By Caste: Hindu, By Profession: Others.

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

On 03/06/2013

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:

Amount By Cash

Rs. 135944.00/-, on 03/06/2013

(Under Article : A(1) = 135905/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 03/06/2013)

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 -1.23.55,677/-

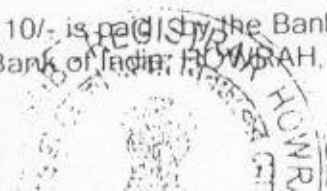
Certified that the required stamp duty of this document is Rs.- 864908 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Stamp Paid By SABR

- 1 Rs 854400/- is paid, by the SABR number 067615, SABR Date 30/05/2013, Bank Name State Bank of India, HOWRAH received on 03/06/2013, by M/s Panchmahal Projects Pv T Ltd 11 Mukhram Kanoria Road Ps Golaban Howrah

Deficit stamp duty

Deficit stamp duty Rs. 10410/- is paid by the Bankers cheque number 976892, Bankers Cheque Date 03/06/2013 Bank State Bank of India, HOWRAH, received on 03/06/2013





Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 05335 of 2013
(Serial No. 05944 of 2013 and Query No. 0501L000012321 of 2013)

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I 5
CD Volume number 18
Page from 1243 to 1265
being No 05335 for the year 2013.



(Satiprasad Bandopadhyay) 04-June-2013
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal

Shroff, of 17, Banstala Lane, Kolkata-700007 was the recorded permanent tenant of the property in Schedule 'A' hereunder. The said property was purchased by virtue of a registered Deed of Sale dated 12.08.1919 which was duly executed by the then owner and was duly registered in the Office of District Registrar at Howrah and was recorded in Book No.I, Volume No.39, Pages from 111 to 120, Being No.3932, for the year 1919 and while he became seized and possessed of the said property as of right peacefully, uninterruptedly and adversely to the knowledge of all concerned by recording his name in the R.S. Settlement Record of Right as well as in the Assessment Record of Howrah Municipal Corporation, he died on 01.10.2002 leaving his only son Balkrishna Shroff, the Vendor herein to inherit all the estates left by him at the time of his death. It is declared that Smt. Durga Devi Shroff being wife of Sri Narayan Shroff also died on 03.12.1973 and thereby the present Vendor is the absolute 16 annas owner of the proeprty in Schedule 'A' by way of inheritance from his father Sri Narayan Shroff;

AND WHEREAS after the death of Sri Narayan Shroff on 28.05.1984 the present Vendor as the only legal heir of Narayan

Contd...

Shroff, since deceased has also recorded his name in the R.S. Record of Right in connection with Mutation Case No.113/2009 and the name of the present Vendor has been duly reorded under the said Mutation case which has been duly intimated by way of issuing a Mutation Certificate U/S.50/50A of the West Bengal Land Reforms Act, 1955 being Memo No.510/Addl. O/C T.S.U./10 dated 14.05.2010 by which Memo the name of the present Vendor has been recorded in the Settlement Record who has also been paying taxes to the State of West Bengal and has been enjoying peaceful possession over the premises in Schedule 'A' herein below as of right peacefully, uninterruptedly and adversely to the knowledge of all concerned;

AND WHEREAS the present Vendor Balkrishna Shroff has been enjoying peaceful possession of the property in Schedule 'A' partly in khas and partly by inducting tenants therein and already 28 number of suits have been filed and there has been a decree against the tenants of the said holding for which the present Vendor has already filed 28 numbers of Execution cases which are all pending before the Id. 4th Court of Civil Judge, Junior Division,

Contd...

Howrah which has already been disposed of and accordingly a list of such cases already disposed of are mentioned in the Schedule 'B' in Item No.I hereunder. It is also declared that there are a few number of Title Suits are still pending before the Ld. 4th Court of Civil Judge, Junior Division at Howrah which are yet to be disposed off. It is also declared that there is also one Appeal is still pending in the Hon'ble High Court at Kolkata against Jaylal Goala and there are other suits against the tenants which are mentioned in the Schedule Item No.II and III respectively;

AND WHEREAS the aforesaid Vendor became the 16 Annas owner of the property in schedule herein below and the Vendor herein became the absolute 16 Annas owner of the said property in Schedule 'A';

AND WHEREAS the present Vendor above named being absolute 16 Annas owner of the property in Schedule intended to sale and convey the property in Schedule herein below and the Purchaser upon getting such information expressed its intention and/or proposal before the Vendor to purchase the property as fully described in the Schedule hereunder along with all common parts

Contd...

and portions and other easement, privileges and amenities attached thereto as is where is condition together with the occupiers/tenants therein free from all encumbrances at a total consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only proposed being the highest and reasonable market price of the demised property and having considered the pros and cons and other affairs connected thereto, the Purchaser agreed to purchase the proeprty in Schedule herein below free from all encumbrances, lien and charges and the property contains old R.T. Shed pucca structures standing thereon more than 100 years old and the Pruchaser hereof agreed to pruchase the proeprty after being satisfied with the title of the Vendor hereof.

NOW THIS DEED WITNESSES AS FOLLOWS :

- a) That the Vendor this day transfers and convey unto the Purchaser all the his entire right, title, interest and possession in respect of the properties in schedule hereunder as is where is basis condition and subject to the property being in possession of the tenants and other persons as per the list appended in the 'B' Schedule hereunder for a total consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only paid to the Vendor

Contd...

and the receipt whereof is acknowledged by the Vendor in terms of the Memo of Consideration hereunder TO HAVE AND TO HOLD THE SAME ABSOLUTELY.

- b) That the Vendor has clear marketable title to the properties in Schedule hereunder and the Vendor has this day transferred and/or sold and/or conveyed the said properties in schedule hereunder to the Purchaser free from all encumbrances. The Vendor hereby covenants with the Purchaser as follows :
- i) That should in future it would transpire that the Vendor had no clear marketable title to the properties in Schedule hereunder causing damage to the interest of the Purchaser, the Vendor would remove the difficulties in the properties in Schedule hereunder at the cost of the Vendor.
- ii) That if in future the Purchaser would requires the Vendor executing any Deed of Rectification or any additional deed for better enjoyment of the property in Schedule hereunder, the Vendor would do the same at the cost of the Purchaser. The Vendor further declares that the Purchaser as absolute owner

Contd...

of the properties in Schedule hereunder will mutate its name in Settlement Records of Right and in the record of present Howrah Municipal Corporation and the Purchaser will further be entitled to occupy and possess the properties as lawful owner thereof by payment of tax or statutory dues from the date of purchase and the Vendor will not remain liable from the date hereof. It is declared that the Purchaser is entitled to realize rentals from the tenants or to evict them from the premises by way of execution of the decree already passed in favour of the present Vendor and the Purchaser is at liberty to proceed with those cases and/or to settle those cases. It is also declared that the Purchaser shall be entitled to join in those Execution cases or in the pending suit or in the Appeal in those cases as per the list mentioned in the Schedule 'B' herein below.

- iii) That the Vendor further says that the Purchaser has been put in possession of the properties in Schedule hereunder with effect from the date of execution of this Deed of Sale in its favour and the Purchaser is entitled to remain in possession as

16 Annas owners thereof to the exclusion of all others and whatever right, title, interest and possession of the Vendor had over the property in Schedule hereunder, the same stood transferred in favour of the Pruchaser as lawful owners thereof to the exclusion of all others.

- iv) That the Vendor further states that the certified copy of erstwhile Deeds and all other deeds and documents are handed over to the Pruchaser hereof.
- v) That the Vendor hereof shall not be obliged and remain responsible to make payment of all taxes and other outgoing in connection with the demised property which shall be paid by the Purchaser hereof who has purchased the property as is where is basis.
- vi) That it is hereby declared that the Purchaser has got right to enjoy the property including all easement, privileges and amenities attached thereto having direct access from the main Corporation Road i.e. Mukram Kanoria Road situated on the West and Mukram Kanoria Road situated on the South of the

Contd...

demised premises and the Pruchaser are entitled to gete electricity, gas, telephone, water etc. and to construct drain for out let of refused water either underground or overhead and in a word the Pruchaser is entitled to use the said premises conveniently and absolutely without any disturbance from any corner whatsoever.

- vii) That it is hereby declared that the property in Schedule hereundr was/is never the subject matter of any acqisiton and requisiton by any statutory authority and the said property is absolutely free from all encumbrances, lien and charges whatsoever.

—:: SCHEDULE 'A' ABOVE REFERRED TO ::—

ALL THAT piece and parcel of premises of Bastu Land measuring more or less 6 (Six) Cottahs 10 (Ten) Chittaks out of 19 (Nineteen) Cottahs 14 (Fourteen) Chittaks together with old structure made of R.T. Shed measuring more or less 1500 Square fee standing thereon along with all easement, privileges and amenities attached thereto, comprised within Howrah Municipal Corporation Ward No.14 and Holding No.11, Mukhram Kanoria Road, Police Station Golabari, District Howrah, corresponding to Dag No.271,

272 appertaining to Khatian No.153 respectively measuring 2341 and 9.35 Decimals of Bastu Land of Mouza and Police Station Golabari, District Howrah under Howrah Municipal Corporation Sheet No.40 situated within Additional District Sub-Registry Office and District Sub-Registry Office at Howrah, which is clearly shown and delineated in the map/plan annexed hereto and bordered in 'RED' being butted and bounded as follows :

ON THE NORTH : Across the boundary wall property of the Railways.

ON THE SOUTH : Across the boundary wall property of the Railway.

ON THE EAST : 10, Mukhram Kanoria Road.

ON THE WEST : Moulana Abul Kalam Azad Road.

—:: SCHEDULE 'B' ABOVE REFERRED TO ::—

ITEM NO.1

List of Pending Title Execution cases pending before the 4th Court of Civil Judge, Junior Division, Howrah against the Judgement Debtors which are as follows :

Contd...

<u>Misc. Case</u>	<u>Title Suit No.</u>	<u>Execution Case</u>	<u>Name of JDR</u>
35/2004	161/1999	33/2002	Mahesh Sonkar
05/2011	257/1999	05/2010	Mahesh Ch. Chaturbady
48/2005	160/1999	31/2002	Yasoda Debi
35/2009	259/1999	07/2008	Baleswar Kahar
19/2007	165/1999	18/2006	Gangadhar Yadav
11/2005	170/1999	01/2003	Jogendra Singh & Another
12/2005	258/1999	03/2003	Raj Kr. Thakur
03/2005	125/2000	38/2003	Gouri Sankar Gawala
47/2005	177/1999	02/2003	Kusum Debi Shah & Another
46/2005	173/1999	30/2002	Ramshiromani Yadab
38/2004	164/1999	16/2003	Sitaram Baisya
10/2009	168/1999	09/2008	Batali Debi Kahar & Another
05/2005	163/1999	26/2003	Asha Debi Sonkar
21/2007	255/1999	12/2003	Gopal Shah
04/2005	127/2000	38/2003	Sakuntala Debi Shah
02/2005	123/2000	34/2003	Amarnath Thakur
23/2010	184/1999	12/2009	Bijay Bahadur Yadab
31/2007	124/2000	05/2003	Gita Debi Kahar
20/2007	166/1999	14/2003	Ramshiromani Yadab
32/2004	170/1999	01/2001	Dulari Debi Sonkar
34/2004	256/1999	08/2003	Ramsaran Singh
33/2004	128/2000	27/2003	Mahesh Prasad Kahar
18/2004	13/2000	24/2006	Krishna Kr. Singh
36/2004	171/1999	13/2003	Radheshyam Sonkar
21/2005	169/1999	28/2003	Asha Debi Sonkar
26/2007	159/1999	15/2003	Bachan Kour & Another
37/2004	174/1999	34/2002	Bachan Kour & Another
22/2010	172/1999	22/2008	Lal Ahir

ITEM NO.II

List of pending Title Suit pending before the 4th Court of Civil Judge, Junior Division, Howrah against the defendants/tenants which are as follows :

Contd...

Title Suit No.

15/2000
181/2008
230/2011
231/2011
232/2011
233/2011
225/2009
161/2006
203/2011

Name of the Tenants/Defendants

Ranjit Kumar Gupta
Manju Debi Gupta & Another
Leena Ahamed & Another
Leena Ahamed & Another
Sunayana Debi Shah
Prem Narayan Singh
Rambachan Yadab
Gangadhar Tiwary
Somnath Baisya & Ors. Plaintiffs
--Vs--
Balkrishna Shroff Defendant

IN WITNESSES WHEREOF the Vendor hereby hereto put his signature on this Deed of Conveyance on the day, month and year, first above written.

WITNESSES :

1. Kamlesh Kumar Ray
10, King's Road
Howrah-1
2. Joy Debata
Howrah Court

Drafted by me and prepared
in my Sheristha.

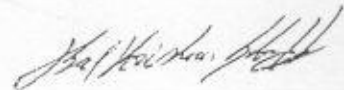
(BISWAJIT CHATTERJEE)

Advocate.

Judge's Court, Howrah.

Computerised typed by me :

(KAUSIK BANERJEE)



SIGNATURE OF THE VENDOR

—:: MEMO OF CONSIDERATION ::—

Received on different dates Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only by A/c. Payee Cheque and Demand Draft in the name of the Vendor as total consideration money from the within named Purchaser as follows :


Details are Given Below :

<u>Date</u>	<u>Particulars</u>	<u>Draft/Cheque No.</u>	<u>Amount</u>
18.08.2012	Corporation Bank, Howrah	265151 (Ch.)	Rs. 5,00,000/-
19.08.2012	Corporation Bank, Howrah	265152 (Ch.)	Rs. 5,00,000/-
21.01.2013	Corporation Bank, Howrah	227508 (Ch.)	Rs. 5,00,000/-
25.01.2013	Corporation Bank, Howrah	227502 (Ch.)	Rs. 5,00,000/-
27.01.2013	Corporation Bank, Howrah	227503 (Ch.)	Rs. 5,00,000/-
02.02.2013	Corporation Bank, Howrah	227505 (Ch.)	Rs. 5,00,000/-
04.04.2013	Corporation Bank, Howrah	227506 (Ch.)	Rs. 5,00,000/-
Total :			Rs. 35,00,000/-

(Rupees Thirty Five Lakhs only)

WITNESSES :

1. Kamlesh Kumar Ray
10, King's Road
Howrah - 1
2. Joy Debbarth
Howrah Govt


SIGNATURE OF THE VENDOR