

Rs. 100

HUNDRED RUPEES

INDIA NON JUDICIAL

পশ্চিম্ব্ঙুগ पश्चिम बंगाल WEST BENGAL

43244

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

> District Sub-Register Howrsh

3 JUN 2013

DEED OF SALE

THIS DEED OF SALE is made on this the 314 day

18 - 11 Mukhram Kanoria Road Golabasi, Howell

শেকত মেডর জ্যান্স ক্রেডার স্থাতা গালা্সত





DENESSO SHEOFF
36 HINDUSTAN PARG

KUL-29.

PS- CARAHAT

CA

District Sub-Registrar Howrah

3 1 MAY 2013

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

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...

Shroff of 17, Banstala Lane, Kolkata-700007 was the recorded permanent tenant of the property in Schedule 'A' hereunder. The said property was purchaed 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

SALE DEED PLAN

OF HOLDING NO-11, MUKHRAM KANORIA ROAD, UNDER H.M.C. WARD NO-14, CORRESPONDING TO DAG NO-271, 272.

KHATIAN NO. 153, MOUZA & P.S. GOLABARI, SHEET NO. 40, DISTRICT-HOWRAH.

SCALE:-33:0"=1" INCH.

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

R.T. SHED 1500 SFT.

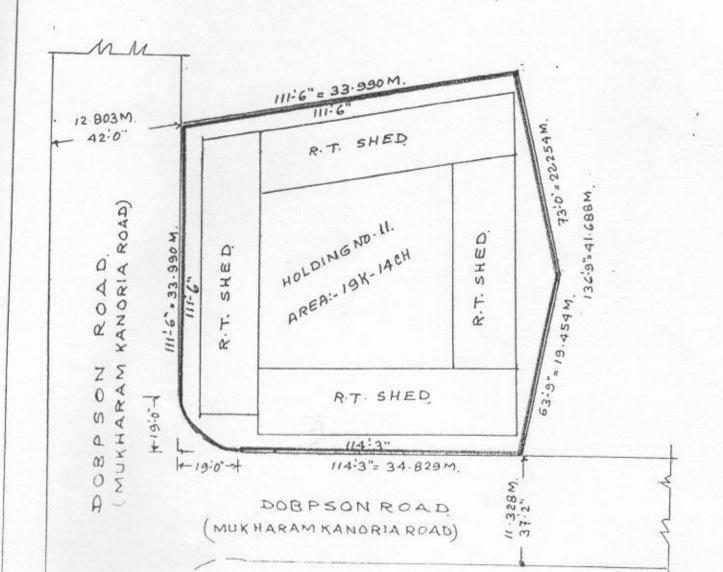
SHOWN IN RED BORDER.

VENDOR: - SRI BALKISHNA SHROFF,

PURCHASER:-MIS. PANCHMAHAL PROJECTS PVT. LTD

REPRESENTED BY ITS MANAGING DIRECTOR MR. SRIKRISHNA SINGH.

Ballingho Sint



ERIALISED AUTHENTICATED BANK RECEI



STATE BANK OF INDIA

Branch Name : _

Branch Gode : HOWRAH 0009

Date: Rolento

			Date. 30/05/20/
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13. 77700	/ (Rupe	es Englit	lavo Ele

) has been paid towards Stamp

Duty by STISTIT MYS PANCH MASHAL PROJECTS PUT- LTD.

residing at 11, Mukhram Kanosia, Road P.S- Golabori

History

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

Not over Rs. 8,54,400/

Signature of authorized Officer (s. s. Number) -6630.

Signature of authorized Officer S. S. Number



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

Balleti den Stel

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(14 Digit must be fi	lled up properly)
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(b) In Words Rupees	
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7. Name / Designation & Address of the De	partmental Officer on whose behalf
favour money is paid: M/S PAN	CHMAHAL' PROJET
8. (a) Particulars and Authority of Deposit	ORIVATE LIMITE
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(b) T. V. No. & Date of A C	Road
PS-	- Golabari Housal
9. Accounts Officer by whom abjustable Ad Bengal Verified	ccountant General (9A & E) West
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Signature of Departmental / Treasury Officer	Depositor's Signature
Date	W. C.
Date:	Treasury Receipted Challan No.
Received payment 30 NAY 2013	Bank Scroll Serial No.
1,8., .	
-/100;	
Receipt by the Bank / Treasury	Signature With seal of the Ronk

Date :

in respect of Challan relating to refer

Signature With wal of the Bank.

T. R. FORM No7. Sub-	Seguer.
Challan for Deposit of money in the account of Government	of West Day
1. Name of the Bank & Branch S. B. T. HOWRA	
2. a) Name of the Treasury SARROTE !!	The state of the s
(b) Treasury Code	* (15
3. Account Code 0 3 0 0 2 1 6 2 0 0	17/1
(14 Digit must be filled up properly.)	
4. Detail Head of Account A. C.R.	
5. (a) Amount 8. 54.400	
(b) In Words Rupees Tight who find	14-15-19
6. By whom tendered Name & Address :	1 min
- FOUT ALI Reference	1/17
7. Name / Designation & Address of the Departmental Officer on	whose by
favour money is paid: M/S PANCHMAHAL	
8. (a) Particulars and Authority of Deposit AND WATE	1M17
H. muk from)	Kanagar
(b) T. V. No. & Date of A C	
9. Accounts Officer by whom abjustable Accountant General (THE WIEL
Signature of Departmental / Treasure Office	Debnut tor's Signatu
SE A	
Date : Treasury Receipted	d Challan No
Received payment	No.
3 0 MM 2013	
Receipt by the Bank / Treasury Signature With and	of the Acres
Date:	of the Bail

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

SPECIMEN FORM FOR TEN FINGER PRINTS

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Government Of West Bengal

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

Endorsoment For Deed Number: I - 05337 of 2013 (Serial No. 05949 of 2013 and Query No. 0501L000012322 of 2013)

On 31/05/2013

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

Presented for registration at 18.25 hrs on :31/05/2013, at the Private residence by Sri Balkishn: Shroff ,Executant.

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

50094F

Execution is admitted on 31/05/2013 by

 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

 Rs. 854400/- is paid, by the SABR number 067614, 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 Rt. 104:107 in paid the Bankers cheque number 976890, Bankers Cheque Date 03/06/2013 Bank State Bank of India NOVRAH, received on 03/06/2013



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

Endorsement For Deed Number : I - 05337 of 2013 (Serial No. 05949 of 2013 and Query No. 0501L000012322 of 2013)

(Satiprasad Bandopadhyay) DISTRICT SUB-REGISTRAR OF HOWRAH



Alma,

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 18 Page from 1180 to 1202 being No 05337 for the year 2013.



(Satiprasad Bandopadhyay) 04-June-2013 DISTRICT SUB-REGISTRAR OF HOWRAH Office of the D.S.R. HOWRAH West Bengal 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 1 d. 4th Court of Civil Judge, Junior Division,

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';

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

and portions and other easement, privileges and amenities attached thereto as is where is condition together with the occupiers/tenants therein free from all encumrbances 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:

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

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 convenants with the Purchaser as follows:
- 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

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 thepending 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 Layour 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.
- responsible tomake 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

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 acquisiton 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,

Contd . . .

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 bounday 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.I

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:

161/1999 257/1999 160/1999 259/1999 165/1999 170/1999 258/1999 125/2000	33/2002 05/2010 31/2002 07/2008 18/2006 01/2003 03/2003	Mahesh Ch. Chaturbady Yasoda Debi Baleswar Kahar Gangadhar Yaday
160/1999 259/1999 165/1999 170/1999 258/1999	31/2002 07/2008 18/2006 01/2003	Mahesh Ch. Chaturbady Yasoda Debi Baleswar Kahar Gangadhar Yaday
259/1999 165/1999 170/1999 258/1999	07/2008 18/2006 01/2003	Yasoda Debi Baleswar Kahar Gangadhar Yadav
165/1999 170/1999 258/1999	18/2006 01/2003	Baleswar Kahar Gangadhar Yadav
170/1999 258/1999	01/2003	Gangadhar Yadav
258/1999		
	03/2003	JUECHUIA MINON A ANATha
125/2000	03/4003	Raj Kr. Thakur
	38/2003	Gouri Sankar Gawala
177/1999	02/2003	Kusum Debi Shah & Another
173/1999	30/2002	Ramshiromani Yadab
164/1999	16/2003	Sitaram Baisya
168/1999	09/2008	Batali Debi Kahar & Another
163/1999	26/2003	Asha Debi Sonkar
255/1999	12/2003	Gopal Shah
127/2000	38/2003	
123/2000		Amarnath Thakur
184/1999	(B) 11 10 10 10 10 10 10 10 10 10 10 10 10	Bijay Bahadur Yadab
124/2000		Gita Debi Kahar
166/1999		Ramshiromani Yadab
170/1999		Dulari Debi Sonkar
256/1999		Ramsaran Singh
128/2000		Mahesh Prasad Kahar
		Krishna Kr. Singh
		Radheshyam Sonkar
	200	Asha Debi Sonkar
		Bachan Kour & Another
	22/2008	Bachan Kour & Another Lal Ahir
	123/2000 184/1999 124/2000 166/1999 170/1999	123/2000 34/2003 184/1999 12/2009 124/2000 05/2003 166/1999 14/2003 170/1999 01/2001 256/1999 08/2003 128/2000 27/2003 13/2000 24/2006 171/1999 13/2003 169/1999 28/2003 159/1999 15/2003 174/1999 34/2002

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:

[14]

Title Suit No.	Name of the Tenants/Defendants
15/2000	Ranjit Kumar Gupta
181/2008	Manju Debi Gupta & Another
230/2011	Leena Ahamed & Another
231/2011	Leena Ahamed & Another
232/2011	Sunayana Debi Shah
233/2011	Prem Narayan Singh
225/2009	Rambachan Yadab
161/2006	. Gangadhar Tiwary
203/2011	Somnath Baisya & Ors Plaintiffs
	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. Kamleshkoman Ray
10, King's Road
Howroth -1
2. To selsely four

Drafted by me and prepared in my Sheristha.

in part Chairman

(BISWAJIT CHATTERJEE)

Advocate.

Judge's Court, Howrah.

Computerised typed by me :

andia Cana (KAUSIK BANERJEE) SIGNATURE OF THE VENDOR

Mardan Photo Copying Centre (Near Howersh Court Biswajit-14/537)

-:: 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>D</u>	raft/Cheque No.	Amount
12.03.2013	Corporation Bank, Howrah	227509 (Ch.) Rs	5,00,000/-
06.04.2013	Standard Chartered Bank, How.	000001 (Ch.) Rs	5,00,000/-
12.04.2013	Standard Chartered Bank, How.	000002 (Ch.) Rs	5,00,000/-
	Standard Chartered Bank, How.	000003 (Ch.) Rs	. 10,00,000/-
	Standard Chartered Bank, How.	000004 (Ch.) Rs	. 10,00,000/-
		Total : Rs	. 35,00,000/-
	(Rupees Thirty Fix	e Lakhs only)

WITNESSES:

1. Kamlerhkomen Rey 10, Kings Road Howrah -1 2. To selacts Howah Gut

Balker shen Storell SIGNATURE OF THE VENDOR