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JUL 2009:

Stendre Konnar (Adv)

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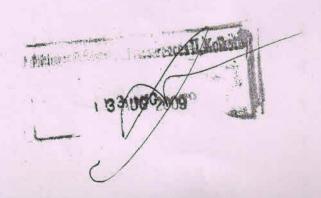
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TRIMURTI HIGHRISE PVT. LIMITED, a company within the meaning of the Companies Act, 1956 and having its registered office at 4A, Chaitan Sett Street, Kolkata – 700 007, P.S. – Posta, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context mean and include its successors in interest and assigns) of the Other Part;

WHEREAS:-

- A. By and under a Deed dated 14th October, 1946, Shamsul Haque, Md, Ibrahim, Md. Khalil, Md. Jalil, Md. Vakil and Md. Bashir, all since deceased being six(6) brothers purchased and acquired the premises being No. 5, Old Court House Street, Calcutta 700 001 (now Kolkata).
- B. By an Indenture dated 18th August, 1950 between the aforesaid Shamsul Haq, Md Ibrahim, Md. Khalil, Md. Jalil, Md. Vakil and Md. Basir therein collectively referred to as the Lessors of the one part and James Murray Co. Pvt. Ltd. therein referred to as the Lessee of the other part the lease in respect of the said premises being 5, Old Court House Street was granted unto and in favour of the Lessee therein for the period and subject to the rents and conditions as recorded and contained in the said Indenture.
- C. Certain disputes and differences cropped up by and between the aforesaid six(6) brothers for different properties purchased by them out of the profits of their partnership business carried on under the name and style of H.S. Punoomia & Sons at Tinsukia in the state of Assam and consequently a number of five(5) separate suits being suit nos. 1811 of 1952, Suit No. 2327 of 1952, Suit No. 1 of 1953, Suit No. 471 of 1953 and Suit No. 2141 of 1953 were initiated by and between them.
- D. By an order and consent decree dated 15th July 1955 passed by Hon'ble High Court at Calcutta in the said Suit No. 1811 of 1952 the said premises being 5 Old Court House Street, Calcutta 700 001 (now Kolkata) was allotted to the said Shamsul Haque and Md. Ibrahim jointly and the Official Receiver appointed by the Hon'ble Court was discharged from further acting as receiver in respect of the said premises and was directed to make over the possession of the same to Shamsul Haque and Mohammad Ibrahim jointly and accordingly the said Official Receiver delivered possession of the said premises to the advocates of the said Shamsul Haque and Md. Ibrahim.
- E. The said Md. Ibrahim instituted another Suit No. 226 of 1956 before the Hon'ble High Court at Calcutta against Shamsul Haque and by an order dated 8th June, 1956 under the said Suit, Mohammad Ibrahim was appointed as Receiver for the said premises and thereafter by an order dated 4th July, 1956 under the same Suit, Official Receiver, High Court was again appointed as Receiver as Receiver for the said premises in place of the said Md. Ibrahim.

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- F. By a decree passed in the said Suit No. 226 of 1956 on 1st July 198 all the previous five Suits including the Suit No. 1811 of 1952 were restored setting aside the consent decree dated 15th July, 1955.
- G. The said Shamsul Haque preferred an appeal being no. 369 of 1985 against the said decree dated 1st July 1988 in the said Suit No. 226 of 1956 under which by an order dated 18th Dec., 1992, the decree dated 1st July, 1985 was set aside and consent decree dated 15th July, 1955 in the Suit No. 1811 of 1952 was restored.
- H. The said Md. Ibrahim died intestate sometimes in the year 1974 leaving behind his two sons namely Md. Moosa and Md. Isa and one married daughter namely Musset. Marium Begum as his only legal heirs and successors to inherit the estate left behind the said Md. Ibrahim.
- After the death of Md. Ibrahim his legal heirs preferred an appeal before Supreme Court vide S.L.P. No. 15045 of 1993 against the order passed in said appeal but the said S.L.P. was rejected and the said Consent Decree dated 15th July, 1955 was confirmed.
- J. Hence the Consent Decree dated 15th July, 1955 has attained finality and in force by virtue of which the said premises being 5, Old Court House Street, Calcutta 700 001 (now Kolkata) was allotted to Md. Ibrahim and Shamsul Haque equally.
- K. In terms of the said Consent Decree dated 15th July 1955 passed in the Suit No. 1811 of 1956 the said Md. Ibrahim and Shamsul Haque became the joint owners of the said premises being 5, Old Court House Street, Calcutta 700 001 (now Kolkata) and after the death of the said Md. Ibrahim his aforesaid two sons namely Md. Moosa and Md. Isa became undivided co-owners to the extent of twenty per cent share each and his aforesaid married daughter namely Musset. Marium Begum became the undivided co-owner to the extent of ten per cent share in the said premises as per the prevailing Mohammedan law of inheritance.
- L. The said Premises No. 5, Old Court House Street, Calcutta 700 001 (now Kolkata) for the sake of brevity is hereinafter referred to as the said PREMISES and the undivided one – fifth (20%) share held by the Vendor herein is hereinafter referred to as the said PROPERTY (morefuly and particularly mentioned and described in the SCHEDULE hereunder written).
- M. The said Premises is still in possession of the said James Murray Co. Ltd. and various parts and portions of which have been further sub-let to various tenants/ occupants.
- N. The said Premises is lying in a dilapidated condition and an Ejectment Suit being Suit No. 486 of 1990 is pending against the said James Murray Co. Pvt. Ltd. before the Hon'ble High Court at Calcutta.

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- O. A Partition and Administration Suit being the Suit No. 463 of 1998 has been filed by the said Md. Moosa against the other co-sharers of the said Premises whereunder a Preliminary Decree dated 23rd February, 2009 was passed by the Hon'ble High Court at Calcutta declaring the share of the Vendor as one-fifth (20%) in the said Premises in terms of the paragraph 8 of the plaint.
- P. At or before execution of these presents the Vendor has represented to the Purchaser as follows:-
 - THAT the Vendor is one of the co-owner having undivided one fifth (20%) share in the said Premises.
 - THAT various parts and portions of the said Premises are presently in occupation of the said James Murray Co. Ltd. and various tenants /occupants inducted by the said James Murray Co. Ltd.
 - 3) THAT the said Premises is otherwise free from all encumbrances charges liens lispendens attachments trusts wakfs whatsoever or howsoever excepting for the rights of the said Occupants and the rights title interest of other co-owners in respect of the said Premises and excepting the said Suit Nos. 486 of 1990 and 463 of 1998 both pending before the Hon'ble High Court at Calcutta.
 - 4) THAT the Vendor and/ or the other co-owner(s) and/ or the predecessor(s) in title of them have not created any charges and/or mortgage over and in respect of the said Premises.
 - 5) THAT the Vendor has not entered into any agreement for sale transfer lease development in respect of the said Property or any part or portion thereof with any person(s) other than the Purchaser.
 - 6) THAT there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Premises.
 - 7) THAT said Premises or any portion thereof is presently not being used as dwelling house of the Vendor and/ or any of the co-owners of the said Premises.
 - 8) THAT the sale and transfer of the said Property is for legal necessity of money.
- Q) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchaser and acquire the said Property and / or the entirety of the right title and interest of the Vendor into or upon the entirety of the said Premises SUBJECT HOWEVER to the rights of the said James Murray Co. Pvt. Ld. and/ or the tenants/ occupants inducted by the said James Murray Co. Pvt. Ltd. but otherwise free from

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all encumbrances charges liens and mortgages whatsoever for the consideration and subject to the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1) THAT in pursuance of the said Agreement and in further consideration of a sum of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lacs only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Vendor doth hereby acquit release and discharge the Purchaser and the said Property hereby intended to be sold transferred and conveyed) the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure ALL THAT undivided one - fifth (20%) share in respect of the Municipal Premises No. 5 Old Court House Street, Kolkata-700 001 TOGETHER WITH a land area of 10 cottah 9 chittacks 37 sq. ft. (by actual measurement an area of 11 cottah 12 chittacks 36 sq. ft.), a little more or less, TOGETHER WITH all buildings and structures standing thereon (more fully and particularly mentioned and described in the SCHEDULE hereunder written) and/or the entirety of the right title interest of the Vendor into or upon the said Property SUBJECT HOWEVER TO the rights of the said James Murray Co. Pvt. Ltd. And/ or the tenants/ occupants inducted by the said James Murray Co. Pvt. Ltd. AND SUBJECT TO the pendency of the said Suit Nos. 486 of 1990 and 463 of 1998 both pending before the Hon'ble High Court at Calcutta BUT OTHERWISE free from all encumbrances charges liens mortgages lispendens attachments trusts wakfs whatsoever or howsoever OR HOWSOEVER OTHERWISE the said Premises or any part or portion thereof now is or are or at any time or times heretofore was or were butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other lights all yards courtyards areas sewers drain ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages appurtenances whatsoever to the said Premises or any part or portion thereto belonging to or in anyways appertaining to or with the same or any part thereof now are or is or at any times heretofore were or was held used occupied or appertaining or enjoyed or reputed to belong or appertain thereto AND the reversion or reversions remainder or remainders and all the rents issues and profits of the said Property or any of any and every part thereto AND all the legal incidence thereof AND all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said Property or any and every part thereof herein comprised and hereby sold granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which are anyways exclusively relates to or concerns the said Property or any part or parcel thereof which now are or hereafter shall be in the custody power possession or control of the Vendor or any person or persons from whom he/she can or may procure the same without any action or suit both at law or in equity TO HAVE TO HOLD the said Property hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances

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belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licenses liabilities trusts wakfs attachments acquisitions requisitions prohibitions restrictions easements and lispenpendens whatsoever.

- 2) AND the Vendor doth hereby further covenant with the Purchaser that the Vendor is the lawful owner of the said Property SUBJECT HOWEVER to the rights of the said James Murray Co. Ld. And/ or the tenants/ occupants inducted by the said James Murray Co. Ltd. and the rights title interest of other co-owners in respect of the rest of the shares of the said Premises but otherwise free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchaser that he has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Property hereby granted conveyed transferred assigned and assured or expressed to be done so intended to be was or is encumbered in title estate or otherwise or by the reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said Property or any part thereof in the manner as aforesaid.
- 3) AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the lawful owner of and/or otherwise well and sufficiently entitled to the said Property hereby granted sold conveyed transferred assigned assured or expressed so to be done so and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same.
- 4) AND THAT NOTWITHSTANDING any such act such act deed or thing whatsoever as aforesaid the Vendor now has in himself/ herself good right full and absolute power and authority to grant sell convey transfer assure and assign the said Property hereby granted sold conveyed transferred and assured or expressed so to be done so unto and to the use of the Purchaser in the manner as aforesaid and on the terms and conditions as aforesaid AND THAT the Vendor has duly made over symbolic possession of the said PREMISES to the Purchaser herein and the Purchaser has received and accepted the same without raising any dispute demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the structures standing on the land comprised in the said Premises or otherwise AND THAT the Purchaser to the extent of undivided share hereby granted sold conveyed transferred and assured or expressed so to be done so shall and may at all times hereafter at its own costs charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him or from under or in trust for any of his predecessors in title or any of them

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- 5) AND THAT the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trust attachment executions prohibitions restrictions easements wakfs and lispendences whatsoever suffered or made or liabilities in respect of the said Property held by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for him or any of his predecessors in title or any of them as aforesaid or otherwise.
- 6) AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said Property or any part thereof has not been affected or vested under Urban Land (Ceiling & Regulation) Act 1976 AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT no notice which is or may be subsisting has been served on the Vendor for the acquisition of the said Property and/or land comprised therein or any part.
- 7) AND THAT the Purchase shall be entitled to contest the said Suit Nos. Suit Nos. 486 of 1990 and 463 of 1998 pending before the Hon'ble High Court at Calcutta and get itself substituted in place and in stead of the Vendor and the Vendor shall be obliged to sign and execute all papers and documents as may ne necessary and/ or required for the purpose of the said substitution of the Purchaser in the aforesaid two (2) Suits as and when required by the Purchaser.

THE SCHEDULE BOVE REFERRED TO: (PROPERTY)

ALL THAT undivided one - fifth (20%) share in respect of the lands & properties containing a land area of 10 cottah 9 chittacks 37 sq. ft. (by actual measurement an area of 11 cottah 12 chittacks 36 sq. ft.), a little more or less, together with a more than hundred years old dilapidated fully tenanted and fully occupied partly two storied and partly three stories structure with a total constructed area of about 10,000 sq. ft., lying and situate at the Municipal Premises No. 5 Old Court House Street, Kolkata - 700 001, Ward No. 46 within the municipal limits of Kolkata Municipal Corporation butted and bounded by as follows, that is to say:-

24/26
On the North :- By passage of premises nos. A Hemant Basu Sarani

On the South:- By Steel House

24/26 Hemart Basu Sarani On the East:- By ppremises nos.

On the West:- By Old Court House Street.

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

SIGNED AND DELIVERED BY

The Vendor at Kolkata in the presence of Grayin alne Sing 4.

2. Pawaron mod 1

SIGNED AND DELIVERED BY

The Purchaser at Kolkata in the presence of :

40. Chaitan Sett St 1201. 700007

Pawam modi I woodstreet Cal. 16. MOHAMMAD 15A) PANNO. AADP12484C

For TPTATET! HIC TO SE PVI. 170

(SUMIT KUMAR JAIN)

BANNO- AADCT2260P

Drafted by:-

N. C. Konnan Advocate Nigh Court Calcutta

MEMO OF CONSIDERATION

Received the within mentioned sum of Rs. 1,25,00,000/= (Rupees One Crore Twenty Five Lacs only) from the within named Purchaser as follows:-

D.D. No.	Date	Drawn on	Favouring	Amount.
011155	5-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011156	5-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011157	5-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011158	5-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011159	5-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011160	5-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011162	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011163	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011164	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011165	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011166	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011167	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011168	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011169	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011170	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011171	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011172	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011173	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011174	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011175	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011176	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011177	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011178	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011179	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
011180	8-8-09	HDFC Bank	Mohammad Isa	5,00,000/=
		AU OL STOLENS PRODUITS	The state of the s	2,00,000/=

1,25,00,000/=

(Rupees One Crore Twenty Five Lacs only)

Witness:
1 Grayindra Singh
2 Pawam modi.

Government Of West Bengal Office of the A. R. A. - II KOLKATA 5 & 6, Govt Place (North), KOLKATA

Endorsement For deed Number : I-08462 of :2009 (Serial No. 06012, 2009)

On 13/08/2009

Pertificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,5

ayment of Fees:

ee Paid in rupees under article: A(1) = 194106/- ,E = 7/on:13/08/2009

Pertificate of Market Value (WB PUVI rules 1999)

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

Sertified that the required stamp duty of this document is Rs 1235300 /- and the Stamp duty paid as: Impresive Rs- 100 Jeficit stamp duty

eficit stamp duty Rs 1235300/- is paid, by the draft number 672649, Draft Date 12/08/2009 Bank Name STATE BANK

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

esented for registration at 12.30 hrs on :13/08/2009, at the Office of the A. R. A. - II KOLKATA by Sumit Kumar

mission of Execution(Under Section 58)

on is admitted on 13/08/2009 by

Mohammad Isa, son of Late Md. Ibrahim ,Tulsiram Road Tinsukia Assam ,Thana , By caste Muslim,by Profession Others

Sumit Kumar Jain, Director/ Authorised Signatory, Trimurti Highrise Pvt. Ltd, 4 A, Chaitan Sett Street, P. S-Posta Kolkata - 700007, profession : Business

By Pawan Modi, son of Late Phool Chand Modi 1, Wood Street Kol- 16 Thana: ., by caste Hindu, By Profession



[Tarak Baran Mukherjee] ADDITIONAL REGISTRAR OF ASSURANCES-II OF

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF

Govt. of West Bengal 13

Government of West Bengal Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A. R. A. - II KOLKATA, District- Kolkata

Signature / LTI Sheet of Serial No. 06012 / 2009, Deed No. (Book - I , 08462/2009)

gnature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sumit Kumar Jain			S2121111
	13/08/2009	LTI 13/08/2009	

Signature of the person(s) admitting the Execution at Office

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
	Mohammad Isa Address -Tulsiram Road Tinsukia Assam	Self		LTI	medis
	Complete V		13/08/2009	13/08/2009	
	Sumit Kumar Jain Address -4 A, Chaitan Sett Street Kolkata - 700007	Self		LTI	Salain 13/8/09
-			13/08/2009	13/08/2009	

of Identifier of above Person(s) an Modi

,1, Wood Street Kol- 16

Signature of Identifier with Date

Panaw Mod!

(Tarak Baran Mukherjee)

ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA

Office of the A. R. A. - II KOLKATA

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13/08/2009

13/8/09

SPECIMEN FORM TEN FINGERPRINTS

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DIVOR		Little	Ring	Middle	Fore	Thumb
РНОТО			(Left Ha	nd)		

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 17 Page from 11926 to 11939 being No 08462 for the year 2009.



(Tarak Baran Mukherjee) 14-August-2009 ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA Office of the A. R. A. - II KOLKATA West Bengal