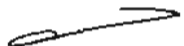


18-21  
9/2/10  
4076

T 3703/10

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached to this document are the part of this document.

  
A.D.S.R. / Howrah

09 JUL 2010

### DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** made this 9<sup>th</sup> day of JULY 2010.

#### BETWEEN

1. Smt. Jyotsna Mehta, wife of Sri Rakesh Mehta, married daughter of late Bansilal Dhiman and late Perminder Dhiman aged about 49 years, by faith Hindu, by occupation Housewife, presently residing at No. 8/10, Alipore Park Road, Kolkata- 700 027,
2. Smt. Anupam Khosla wife of Sri Sanjeev Khosla, married daughter of Late Bansilal Dhiman and Late Perminder Dhiman aged about

Jyotsna Mehta  
V.C.T



1887

Jyotsna Mehta  
for self and as constituted  
attorney of Anupam Khosla



1888

Anam Kumar Agarwal



1889

Rajesh Agarwal



Additional District  
Sub-Registrar, Howrah

09 JUL 2010



1890

Susnil Kumar Agarwal.



1891

Neelam Agarwal

Anupam Khosla  
s/o. Anupam Lal Khosla  
10/13, APPALTOOLA LANE  
KOLKATA - 12

SERIALISED AUTHENTICATED BANK RECEIPT

SABR No. : 008786  
001



STATE BANK OF INDIA

Branch Name **HOWRAH**

Branch Code : **0091**

Date: **09.11.2010**


1 3703/10


Certified that a sum of

Rs. 220672/- (Rupees two lac twenty thousand six hundred seventy two only) has been paid towards Stamp Duty by Sri/Smt Arjun Kumar Agarwal. Pors. residing at 8/1 Hardutrai Chamarua Road.  
P-5 - Golakari, Dist - Howrah,

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

Not over Rs. 220672/-

  
Signature of authorized Officer  
(S. S. Number: ASIT KUMAR BH. )  
B-7975

  
Signature of authorized Officer  
(S. S. Number: )  
**SUBRATA SAHA**  
S-18766



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

*Tyotana Mehta*

**T, R. FORM NO. 7**

( See S. R. 46 )

Challan for Deposit of money in the account of Govt. of **West Bengal**, Additional District Sub-Registrar, Howrah

1. Name of the Bank & Branch **Stat Bank of India Howrah Brm**

2 (a) Name of the Treasury **I**

(b) Treasury Code **A W A**

3 Account Code **00300210200717**

( 14 Digits must be filled up properly )

4 Detail Head of Account **SABR**

5 (a) Amount ; **Rs. 2,20,672/-**

(b) In words **Rupees Two lac twenty thousand Six hundred Seventy two only**

6 By whom tendered Name & Address  
**Narendra Kumar Singh  
Advocate  
Judges court Howrah**

7 Name Designation & Address of the Departmental Officer on whose behalf/favour money is paid **SRI ARUN KUMAR AGARWAL & OTHERS of 8/1, Hardutrial Chamaria Road, P.S. Gopalpur Dist-Howrah.**

8 (a) Particular & Authority of deposit  
(b) - T. V. No. & Date of A, C, Bill

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

Signature of Departmental/Treasury Officer **[Signature]** Depositor's Signature **[Signature]**  
**8592201**  
**8592201**

Date I Received payment **29 JUL 2011** Treasury Received Challan No. Bank Scroll Serial No.

Receipt by the Bank/Treasury **[Signature]** Signature with seal of the Bank Dated :

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

46 years, by faith Hindu, by occupation Housewife presently residing at No. A-32, Sector-31, Noida, U.P. hereinafter jointly referred to as the Vendors (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs executors administrators legal representatives and assigns) OF THE ONE PART

AND

- (1) Sri Arun Kumar Agarwal and <sup>(2)</sup> Sri Rajesh Agarwal both residing at No. 8/1, Harduttraai Chamaria Road, in the Town of Howrah- 711101 both partners of Shree Balaji Constructions, a firm (2) Sri Sushil Kumar Agarwal and <sup>(4)</sup> Smt. Neelam Agarwal wife Sri Sushil Kumar Agarwal both residing at No. 6/7, New Seal Lane, in the Town of Howrah- 711101, both partners of Shree Balaji Constructions, a firm, hereinafter jointly referred to as the purchasers (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs executors administrators legal representative and assigns) of the OTHER PART.

WHEREAS:

- A. By a Deed of conveyance dated the 31<sup>st</sup> day of August 1984, which was registered before the Registrar of Assurance, Calcutta in Book No. 1 Volume No. 191 pages 220 to 229 being No. 11868 for the year 1984, Smt. Usha Dhiman and Smt. Bawi Dhiman along with one Smt. Perminder Dhiman since deceased, jointly purchased 1/4<sup>th</sup> share of the property being premises No. 115 Benares Road, Howrah, from the Official Assignee of Calcutta in Insolvency Case No. 1 of 1964, containing an area of 1 Bigha 5 Cottahs & 10 Chittacks more or less Mokrari Mourasi Bastu land together with building, structure standing there on as morefully and more particularly described in Schedule A hereunder written.

- B. By another Deed of Conveyance dated the 9<sup>th</sup> day of September 1987 which was registered before the Registrar of Assurance, Calcutta in Book No. I Volume No. 210 pages 400 to 410 being No. 9364 for the year 1987, Smt. Usha Dhiman and Smt. Bawi Dhiman along with one Smt. Perminder Dhiman since deceased jointly purchased 1/4<sup>th</sup> undivided share in premises No. 113 Benares Road, Howrah, from the Official Assignee of Calcutta appointed by the Hon'ble Calcutta High court, In Insolvency case No. 1 of 1964 containing an area of 1 Bigha 5 Cottahs & 10 Chittacks more or less Mokrari Mourasi Bastu land together with building, structure standing there on as more fully and more particularly described in Schedule-'B' hereunder written.
- C. Sm. Perminder Dhiman died intestate on 7<sup>th</sup> January 1989 leaving her surviving the her two daughters Smt. Jyotsna Mehta and Smt. Anupam Khosla, the Vendors herein, her husband having predeceased her, and as a result, the entire interest of Smt. Perminder Dhiman devolved unto the said two daughters.
- D. In view of what is stated hereinabove, the interest of the vendors in both the properties are as under:

Smt. Jyotsna Mehta	1/24 <sup>th</sup> share
Sm. Anupam Khosla	1/24 <sup>th</sup> share

- E. The vendors have agreed to sell and the purchasers have agreed to purchase the undivided 1/12<sup>th</sup> share of the vendors in premises No. 113, Benares Road, Howrah and Premises No. 115, Benares road, Howrah particularly described in the Schedule hereunder at or for a consideration of Rs. 28,33,333,33Paisa (Twenty Eight Lacs Thirty Three Thousand Three hundred Thirty Three and Thirty Three Paisa ) only.

It is pertinent to mention that in connection with Company petition No. 2 of 1965, the Hon'ble High Court at Calcutta attached the 3/4<sup>th</sup> undivided share of the aforesaid properties at premises No. 113 & 115 Banaras Road, Howrah, by order dated 7<sup>th</sup> February 1974 which did not affect the interest of the vendors.

It is also pertinent to mention that applications being Company Application No. 51 of 2010, and Company Application No. 52 of 2010 and another application being Company Application No. 683 of 2008 preferred by the other co-owners of the said property having undivided ¾ share therein, for releasing the said 3/4<sup>th</sup> share of the property from attachment and upon hearing the said applications the Hon'ble High Court at Calcutta by order dated 15<sup>th</sup> March 2010 directed payment of Rs. 62 lacs to satisfy the said misfeasance decree and accordingly as per order of the Hon'ble High Court Calcutta dated 15<sup>th</sup> March 2010 and further order dated 7<sup>th</sup> April, 2010, the entire amount of Rs. 62 lacs has been paid to the Official Liquidator within time as per direction of the Hon'ble High Court Calcutta and accordingly the said 3/4<sup>th</sup> share in the properties mentioned in the schedule stands released from attachment.

**NOW THIS INDENTURE WITNESSETH**

1. That in consideration of the agreement arrived at between the Vendors and the purchasers and in consideration of payment of a sum of Rs. 28,33,333,33Paisa (Twenty Eight Lacs Thirty Three Thousand Three hundred Thirty Three and Thirty Three Paisa ) only paid by the purchasers to the vendors (receipt whereof the vendors doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the same forever acquit, release, exonerate and discharge the

purchasers and every part of the said property ( more fully described in the schedule written hereunder) the vendors doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the purchasers ALL THAT the said undivided 1/12<sup>th</sup> share or interest of the vendors in the said premises No. 113 and No.115, Benares Road, Howrah- 711106 fully mentioned and described in the schedules A and B hereunder written and delineated in the map or plan annexed here to TOGETHER WITH proportionate share in the land or ground whereupon or on part whereof the same is erected and built together with all houses, outhouses, or other buildings, erections, fixtures, walls, yards, courtyards and other liberties, easements, privileges, appendages, and appurtenances whatsoever to the said property or any part thereof, AND all the estate, right, title inheritance, use, property claim and demand whatsoever both at law and in equity of the vendors into and upon the said property or any part thereof AND all deed, pättahs, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in custody, power or possession of the vendors, TO HAVE AND TO HOLD, the interest of the vendors in the said property AND every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be with all their respective rights and appurtenances unto and to the use of the purchasers forever AND the vendors hereby covenants with the purchasers that the vendors have not created any encumbrance or charge on the property whatsoever.

THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:



1. That notwithstanding any act, deed or thing whatsoever, by the vendors or by any of their predecessors in title done or executed or knowingly suffered to the contrary, the vendors had at all material times hereto before and now has good right, full power, and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure their respective interest in the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be to the use of the purchasers.
2. That the purchasers shall at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof without any hindrance and interruption or any lawful eviction, disturbance, claim or demand whatsoever from the vendors or any person or persons from or under any of them.
3. That free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the vendors well and sufficiently saved indemnified of from and against all and all manner of claim, charges, liens, debts, attachments made or suffered by the vendors but restricted to the share of the vendors.
4. That the vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever under any of them in the said property or any part thereof, shall from time to time and all times hereafter at the request and costs of the purchasers, assigns, execute or cause to be done and executed all such acts, deed and things whatsoever for further or better and more perfectly assuring the said

purchasers and every part thereof unto and to the use of the purchasers according to the true intent and meaning of these presents as shall or may be reasonably required but restricted to the share of the vendors.

5. The vendors herein have handed over possession of the portion in their occupation in the said premises to the purchasers.

**SCHEDULE ABOVE REFERRED TO :**

**Part- A**

ALL THAT undivided 1/12<sup>th</sup> share in piece and parcel of Mourashi Mocarari land measuring 1 (one) Bigha, 5 (five) Cottahs and 10(ten) Chittacks be the same little more or less being premises No. 115 Benares Road, Police Station Golabari (Salkia), within the Municipal limits of area of Howrah Municipal Corporation, in the District of Howrah, with all structures, trees, easements, appurtenances, drains, sewers and butted and bounded as follows:

On the West : By the lands of Jadunath Bhattacharjee and Ganganarain Shiromoni (now in possession of Astagiri Sadkhan);

On the South and East : By Debendranath Sanyal's land;

On the North : By the Benares Road.

Total Structures Pucca 7950 Sqft

And delineated in the map or plan annexed hereto;

**Part - B**

ALL THAT undivided 1/12<sup>th</sup> share in piece or parcel of Mourashi Mocarari land measuring more or less 1 (one) Bigha, 8 (eight) Cottahs and 15 (fifteen) Chittacks, being premises no. 113 Benares Road, Police Station Golabari (Salkia), within the Municipal limits of Howrah Municipal Corporation, in the District of Howrah, with all structures, trees, easements, appurtenances, drains, and sewers and butted and bounded as follows:

On the North : By Benares Road, and partly by the house of Netai Chandra Ghosh;

On the West : By the land of Ganesh Chandra Bhattacharya, the grandson of Ganga Narain Shiromoni;

On the East: By the Premises No. 115 Benaras Road;

On the South: By the pucca building.

Total R.T.S. Covered - 8880 Sqft.

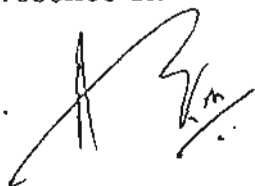
And delineated in the map or plan annexed hereto

Union steel Industry is a monthly tenant in the property and in possession.

**IN WITNESS WHEREOF** the parties have hereunto to set and subscribe their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED  
by the Vendors at Kolkata in the  
presence of:

1.



Anupam Khosla  
for self and as constituted  
attorney of Anupam Khosla

RAMAN DHIMAN  
 2. Raman Dhiman  
 10/B, CAPANTOLA LANE  
 SIGNED SEALED AND DELIVERED ~~KOLKATA~~  
 by the said Purchasers at Kolkata  
 in the presence of:

1. Anurag Agarwal  
 8/11 Harabul Rai Chandra Rd  
 Howrah.
2. Kingshuk Chakravorty  
 CK-97, Sector 8, Salt Lake, Kolkata-700091

Drafted by me -  
 Narayana Pr. Singh (Advocate)  
 Judge Court, Howrah

### MEMO OF CONSIDERATION

Paid by the purchasers to the Vendors by way of consideration the aforesaid amount of Twenty Eight Lacs Thirty Three Thousand Three hundred Thirty Three and Thirty Three Paise only in full and final payment of consideration.

..Rs. 28,33,333,33P

### Details of consideration:

Paid to the Official Liquidator on account of Sm. Jyotsna Mehta and Sm. Anupam Khosla by Cheque on 30<sup>th</sup> April 2010 against receipt.

.. Rs. 15, 50,000.00

By Bankers Cheque No. 782731 dated on 09/07/10 issued by Corporation Bank, Howrah on account of the purchasers in favour of Sm. Jyotsna Mehta

.. Rs. 6, 41,666.67

By Bankers Cheque No. 782730 dated on 09/07/10 issued by Corporation Bank, Howrah on account of the purchasers in favour of Sm. Anupam Khosla

.. Rs. 6, 41,667.67

Rs. 28,33,333.33P

Witness:



Anupam Khosla  
 Jyotsna Mehta

mmmmmmmmmmmmmmmmmmmmmmmm

Dated this            day of July 2010

wwwwwwwwwwwwwwwwwwwwwwww

BETWEEN

· Smt. Jyotsna Mehta & Anr.

AND

Sri Arun Kumar Agarwal & Ors.

**CONVEYENCE**

**MR. NARDENDRA KUMAR SINGH**

**Advocate**

**2, UPENDRA MITRA LANE,**

**HOWRAH- 1**

FORM FOR TEN FINGER IMPRESSION

Page No. \_\_\_\_\_

Sl. No.

Picture & Signature of Executants

Little

Ring

Middle (Right Hand)

Fore

Thumb



*Sushil Kumar Agarwal*



Little

Ring

Middle (Left Hand)

Fore

Thumb



Signature of

Little

Ring

Middle (Right Hand)

Fore

Thumb



*Neelam Devi*



Little

Ring

Middle (Left Hand)

Fore

Thumb



Signature of

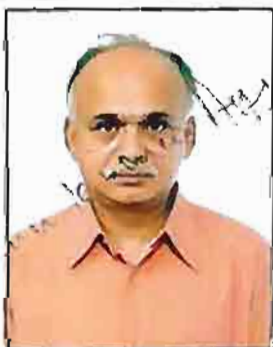
Little

Ring

Middle (Right Hand)

Fore

Thumb



*Anand Kumar*



Little

Ring

Middle (Left Hand)





























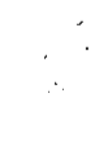



Fore

Thumb



FORM FOR TEN FINGER IMPRESSION

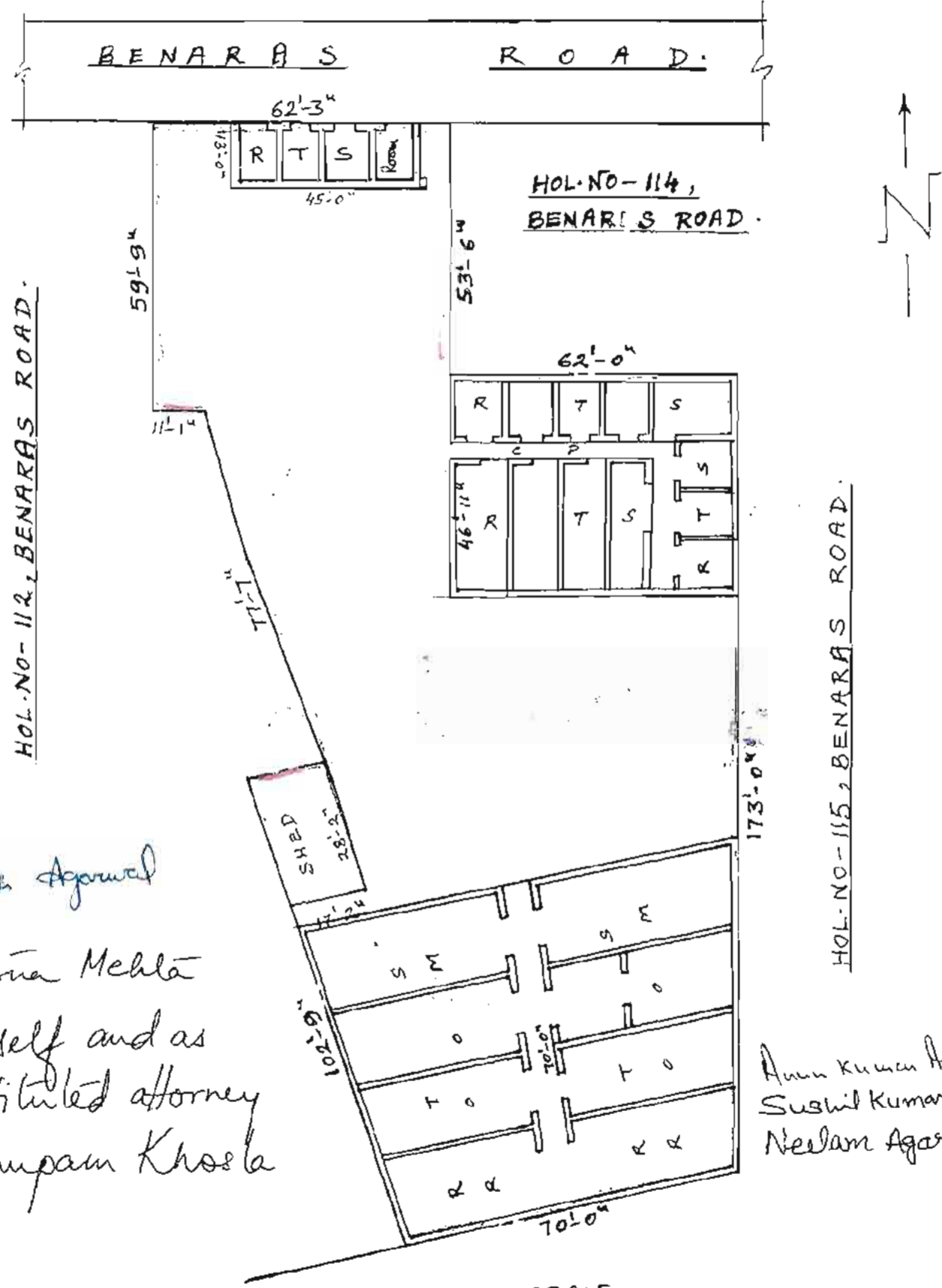
Page No. \_\_\_\_\_

Sl. No.	Picture & Signature of Executants	Little	Ring	Middle (Right Hand)	Fore	Thumb
	 <i>Rajesh Agarwal</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
	Signature of	Little	Ring	Middle (Right Hand)	Fore	Thumb
	 <i>Jyotsna Melita</i>					
		Little	Ring	Middle Left Hand	Fore	Thumb
						
	Signature of	Little	Ring	Middle Right Hand	Fore	Thumb
						
		Little	Ring	Middle Left Hand	Fore	Thumb
						

**SITE PLAN AT HOLDING NO-113, BENARAS ROAD. P.S- GOLABARI.**

DIST-HOWRAH.H.M.C WARD NO-10.(SCALE-1"=30'-0") SHOWN IN RED   
 AREA OF LAND-1B-8KH-15CH-0SFT. (MORE OR LESS) Having undivided  
 1/12th Shares TOTAL R.T.S COVD. - 8880 SFT.

- VENDORS - 1) SMT. USHA DHIMAN. 2) SMT. BAWI DHIMAN.  
 3) SMT. JYTSONA MEHTA. 4) SMT. ANUPMA KHOSLA.  
 PURCHASER - 1) SRI. ARUN KUMAR AGARWAL.  
 2) SRI. SUSHIL KUMAR AGARWAL. 3) SMT. NEELAM AGARWAL.  
 4) SRI. RAJESH AGARWAL.



*Rajesh Agarwal*  
*Jyotsna Mehta*  
 for self and as  
 constituted attorney  
 of Anupam Khosla

Arun Kumar Agarwal  
 Sushil Kumar Agarwal  
 Neelam Agarwal

SATYA CHARAN  
MUKHERJEE.  
 28/3/2, SITANATH BOSE LANE.

**SOUVIK SASMAL**  
 (CIVIL ENGINEER)  
 L.B.S. No. 266/CLASS-II  
**OF H.M.C**

TRACED BY- Souvik Sasmal.



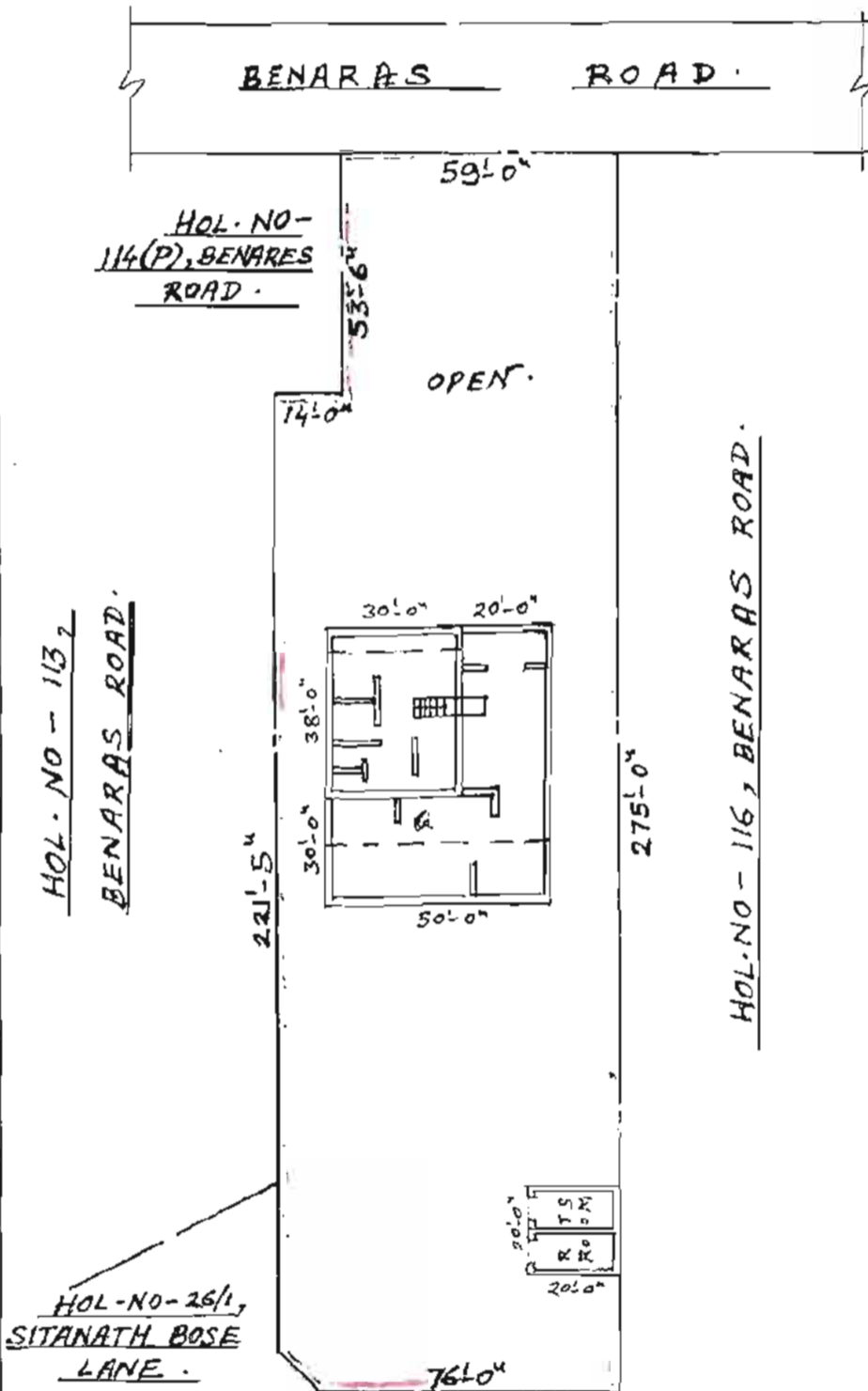
SITE PLAN AT HOLDING NO-115, BENARAS ROAD. P.S-GOLABARI.

DIST-HOWRAH. H.M.C WARD NO-10. (SCALE-1"=40'-0") SHOWN IN RED

AREA OF LAND - 1B-5KH-10CH-0SFT. (MORE OR LESS) <sup>having undivided</sup>

GROUND PUGH A FLOOR COVD. AREA - 3400 + 2650 + 1900 = 7950 SFT. <sup>1/12th Shares.</sup>

R.T.S SHED - 400 SFT + 7950 = 8350 SFT. TOTAL COVD.



Rajesh Agarwal

Jyotana Mehta

Anur Kumar Agarwal  
Sushil Kumar Agarwal  
Neelam Agarwal

DEBENDRANATH  
SANYALS

27/11, SITANATH BOSE LANE

**SOUVIK SASMAL**  
(CIVIL ENGINEER)  
L.B.S. No 288/CLASS-T  
**OF H.M.C**

TRACED BY - SOUVIK SASMAL

SERIALISED AUTHENTICATED BANK RECEIPT

SABR No. : 008787  
001



STATE BANK OF INDIA

Branch Name: **HOWRAH.**

Branch Code : **0091**

Date: **9 JUL 2010**

1370410

Certified that a sum of

Rs. 403057/- (Rupees four lac three thousand -  
fifty seven only.) has been paid towards Stamp

Duty by Sri/Smt Arun Kumar Agarwal Esq

residing at 8/1 Hardut Rai Chamarria-Road.

P.S - Golabari, Dist - Howrah

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

Not over Rs. 403057/-

Signature of authorized Officer  
(S. S. Number: )

ASIT KUMAR BHAI-  
B-7975

Signature of authorized Officer  
(S. S. Number: )

SUBRATA SAHA  
S-18766



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

Bansi Dhimman

**T, R. FORM NO. 7**

( See S. R. 46 )

Additional District  
Sub-Registrar, Howrah

Challan for Deposit of money in the account of Govt. of West Bengal

1. Name of the Bank & Branch State Bank of India (Howrah Amt)

2 (a) Name of the Treasury I

(b) Treasury Code H W A.

3 Account Code 00300210200717

( 14 Digits must be filled up properly )

4 Detail Head of Account S A B R

5 (a) Amount: Rs. 4,03,057/-

(b) In words Rupees four lac three thousand fifty seven Only.

6 By whom tendered Name & Address

Narendra Kumar Singh (Advocate)  
Judicial Court Howrah

7 Name Designation & Address of the Departmental Officer on whose behalf/favour money is paid SRI ARUN KUMAR AGARWAL & OTHERS of 8/1, Hardest Rai Chamarla Road, P.O. Goolbari, District Howrah.

8 (a) Particular & Authority of deposit

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

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

Signature of Departmental/Treasury Officer

Depositor's Signature

Date

Received payment

Treasury Receipt Challan No.

Bank Scroll Serial No.

Receipt by the Bank/Treasury


Dated :

Signature with seal of the Bank

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

**SABR DELIVERED**

**RECEIVED**  
T. R. FORM NO. 7  
WEST BENGAL  
78  
76315

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

**Endorsement For Deed Number : I - 03704 of 2010**  
**(Serial No. 04066 of 2010)**

**On 09/07/2010**

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

Presented for registration at 18.10 hrs on :09/07/2010, at the Private residence by Bawi Dhiman , one of the Executants.

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

Execution is admitted on 09/07/2010 by

1. Bawi Dhiman, wife of Chiranjilal Dhiman , 24&25, Benaras Road, Thana:-Liluya, District:-Howrah, WEST BENGAL, India, P.O. :-Salkia , By Caste Hindu, By Profession : House wife
2. Arun Nkumar Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business
3. Rajesh Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business
4. Sushil Kumar Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business
5. Neelam Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business

Identified By Ramen Dhiman, son of Madan Lal Dhiman, 10/b, , District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 , By Caste: Hindu, By Profession: Others.

**Executed by Attorney**

Execution by

1. Anil Dhiman, son of , , , District:-Howrah, WEST BENGAL, India, P.O. :-, By Caste Hindu By Profession: Others,as the constituted attorney of Usha Dhiman is admitted by him.

Identified By Ramen Dhiman, son of Madan Lal Dhiman, 10/b, , District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 , By Caste: Hindu, By Profession: Others.

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

  
( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

12/07/2010 14:06:00

EndorsementPage 1 of 2



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

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Endorsement For Deed Number : I - 03704 of 2010  
(Serial No. 04066 of 2010)

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**On 12/07/2010**

**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) = 63327/- ,E = 7/- on 12/07/2010

**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.-5757820/-

Certified that the required stamp duty of this document is Rs.- 403057 /- and the Stamp duty paid as: Impressed and Adhesive Rs.- 0/-

**Stamp Paid By SABR**

1. Rs. 403057/- is paid, by the SABR number 008787, SABR Date 09/07/2010, Bank Name State Bank of India, HOWRAH, received on 12/07/2010, by Sri Arun Kumar Agarwal 8/1, Hardut Rai Chamararia Road, P.s. Golabari, Dist- Howrah


( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

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12/07/2010 14:06:00

EndorsementPage 2 of 2

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

**Endorsement For Deed Number : I - 03703 of 2010**  
**(Serial No. 04076 of 2010)**

**On 09/07/2010**

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

Presented for registration at 18.00 hrs on :09/07/2010, at the Private residence by Jyostna Mehta , one of the Executants.

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

Execution is admitted on 09/07/2010 by

1. Jyostna Mehta, wife of Rakesh Mehta , Alipore Park Road, 8/10, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife
2. Arun Kumar Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business
3. Rajesh Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business
4. Sushil Kumar Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business
5. Neelam Agarwal  
Partner, Shree Balaji Constructions, 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah. WEST BENGAL, India, P.O. :- Pin :-711101 .  
, By Profession : Business

Identified By Ramen Dhiman, son of M . Lal Dhiman, 10/b, Kapalitola Lane, District:-Kolkata, WEST BENGAL, India, P.O. :-, Pin :-700012 , By Caste: Hindu, By Profession: Others.

**Executed by Attorney**

Execution by

1. Jyostna Mehta, wife of Rakesh Mehta , Alipore Park Road, 8/10, District:-Kolkata, WEST BENGAL, India, P.O. :-, By Caste Hindu By Profession: House wife,as the constituted attorney of Anupam Khosla is admitted by him.


Identified By Ramen Dhiman, son of M . Lal Dhiman, 10/b, Kapalitola Lane, District:-Kolkata, WEST BENGAL, India, P.O. :-, Pin :-700012 , By Caste: Hindu, By Profession: Others.

  
( Rina Chaudhury )

**ADDITIONAL DISTRICT SUB-REGISTRAR**

EndorsementPage 1 of 2

12/07/2010 14:03:00

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

Endorsement For Deed Number : I - 03703 of 2010  
(Serial No. 04076 of 2010)

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 12/07/2010**

**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) = 34672/- ,E = 7/- on 12/07/2010

**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.-3152310/-

Certified that the required stamp duty of this document is Rs.- 220672 /- and the Stamp duty paid as: Impressed and Adhesive Rs.- 0/-

**Stamp Paid By SABR**

1. Rs. 220672/- is paid, by the SABR number 008786, SABR Date 09/07/2010, Bank Name State Bank of India, HOWRAH, received on 12/07/2010, by Sri Arun Kumar Agarwal 8/1, Hardutrai Chamarla Road, Golabari, Dist- Howrah

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

  
( Rina Chaudhury )

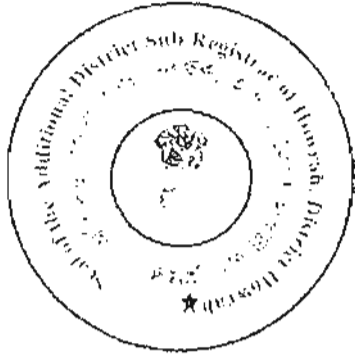
**ADDITIONAL DISTRICT SUB-REGISTRAR**

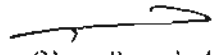
12/07/2010 14:03:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 17  
Page from 56 to 74  
being No 03703 for the year 2010.



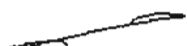
  
(Rina Chaudhury) 12-July-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. HOWRAH  
West Bengal



18-7-10  
4066  
9/8/10

9 3704/10

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document.

  
A.D.S.R. / Howrah

09 JUL 2010

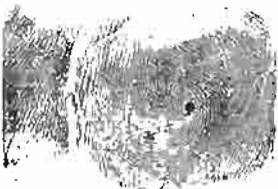
### DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE made this 9<sup>th</sup>, day of JULY 2010.**

#### BETWEEN

1. Smt. Usha Dhiman, wife of Sri Keshav Deo Dhiman, aged about 75 years by faith Hindu, presently residing at Mclay Road, London, U.K. hereinafter referred to as vendor No. 1
2. Smt. Bawi Dhiman wife of Sri Chiranjilal Dhiman, aged about 68 years, by occupation Housewife, presently residing at 24 & 25, Banaras Road, Sailkia, Howrah- 711 106, hereinafter referred to as vendor No. 2 hereinafter jointly referred to as the Vendors which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs

Bawri Dhiman  
V.C.T



1892

Bawri Dhiman



1893

Shri Dhiman  
as Constituted ATTORNEY  
of USHA DHIMAN.



1888

Anu Kumar Agarwal



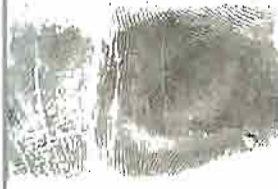
1889

Rajesh Agarwal



1890

Sushil Kumar Agarwal



1891

Neelam Agarwal



*(Signature)*

Additional District  
Sub-Registrar, Howrah

09 JUL 2010

Handwritten notes:  
10/13, KARALI TOLE LAKH  
FOURTH - 12

executors administrators legal representatives and assigns OF  
THE ONE PART

AND

(1) Sri Arun Kumar Agarwal and <sup>(2)</sup> Sri Rajesh Agarwal both residing at No. 8/1, Harduttrai Chamaria Road, in the Town of Howrah- 711101 both partners of Shree Balaji Constructions, a firm (3) Sri Sushil Kumar Agarwal and <sup>(4)</sup> Smt. Neelam Agarwal wife Sri Sushil Kumar Agarwal both residing at No. 6/7, New Seal Lane, in the Town of Howrah- 711101, both partners of Shree Balaji Constructions, a firm, hereinafter jointly referred to as the purchasers (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs executors administrators legal representative and assigns) of the OTHER PART.

WHEREAS:

A. By a Deed of conveyance dated the 31<sup>st</sup> day of August 1984, which was registered before the Registrar of Assurance, Calcutta in Book No. I Volume No. 191 pages 220 to 229 being No. 11868 for the year 1984, the vendors along with one Smt. Perminder Dhiman since deceased jointly purchased Undivided 1/4<sup>th</sup> share of the property being premises No. 115 Benares Road, Howrah, from the Official Assignee of Calcutta in in Insolvency case No, 1 of 1964, containing an area of 1 Bigha 5 Cottahs & 10 Chittacks more or less Mokrari Mourasi Bastu land together with building, structure standing there on as more fully and more particularly described in of Schedule hereunder written.

- B. By another Deed of Conveyance dated the 9<sup>th</sup> day of September 1987 which was registered before the Registrar of Assurance, Calcutta in Book No. I Volume No. 210 pages 400 to 410 being No. 9364 for the year 1987, the vendors along with one Smt. Perminder Dhiman since deceased jointly purchased 1/4<sup>th</sup> undivided share of the property being premises No. 113 Benares Road, Howrah, from the Official Assignee of Calcutta in Insolvency Case No. 1 of 1964, containing an area of 1 Bigha 5 Cottahs & 10 Chittacks more or less Mokrari Mourasi Bastu land together with building, structure standing there on as more fully and more particularly described in Schedule-'B' hereunder written.
- C. Sm. Perminder Dhiman died intestate on 7<sup>th</sup> January 1989 leaving her surviving the her two daughters Smt. Jyotsna Mehta and Smt. Anupam Khosla, her husband having predeceased her, and as a result, the entire interest of Smt. Perminder Dhiman devolved unto the said two daughters.
- D. In view of what is stated hereinabove, the interest of the vendors in both the properties are as under:
- |                  |                          |
|------------------|--------------------------|
| Smt. Usha Dhiman | 1/12 <sup>th</sup> share |
| Smt. Bawi Dhiman | 1/12 <sup>th</sup> share |
- E. The vendors have agreed to sell and the purchasers have agreed to purchase the undivided 1/6<sup>th</sup> share of the vendors in premises No.

113, Benares Road, Howrah and Premises No. 115, Benares road, Howrah particularly described in the Schedule hereunder at or for a consideration of Rs. 56,66,667/- (Fifty Six Lacs Sixty Six Thousand Six hundred and sixty Seven only).

It is pertinent to mention that in connection with Company Petition being No. 2 of 1965, the Hon'ble High Court at Calcutta attached the Balance  $\frac{3}{4}$ <sup>th</sup> undivided share of the aforesaid properties at premises No. 113 & 115 Banaras Road, Howrah, by order dated 7<sup>th</sup> February 1974 which did not affect the interest of the Vendors..

It is also pertinent to mention that applications being Company Application No. 51 of 2010, and Company Application No. 52 of 2010 and another application being Company Application No. 683 of 2008 preferred by the other co-owners of the said property having undivided  $\frac{3}{4}$  share therein, for releasing the said  $\frac{3}{4}$ <sup>th</sup> share of the property from attachment and upon hearing the said applications the Hon'ble High Court at Calcutta by order dated 15<sup>th</sup> March 2010 directed payment of Rs. 62 lacs to satisfy the said misfeasance decree and accordingly as per order of the Hon'ble High Court Calcutta dated 15<sup>th</sup> March 2010 and further order dated 7<sup>th</sup> April, 2010, the entire amount of Rs. 62 lacs has been paid to the Official Liquidator within time as per direction of the Hon'ble High Court Calcutta and accordingly the said  $\frac{3}{4}$ <sup>th</sup> share in the properties mentioned in the schedule stands released from attachment.

**NOW THIS INDENTURE WITNESSETH**

1. That in consideration of the agreement arrived at between the Vendors and the purchasers and in consideration of payment of a sum of Rs. 56,66,667/- (Rupees Fifty Six Lacs Sixty six thousand six hundred sixty seven) only paid by the purchasers to the vendors (receipt whereof the vendors doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the same forever acquit, release, exonerate and discharge the purchasers and every part of the said property ( more fully described in the schedule written hereunder) the vendors doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the purchasers ALL THAT the said undivided 1/6<sup>th</sup> share or interest of the vendor in the said premises No. 113 and No.115, Benares Road, Howrah-711106 fully mentioned and described in the schedules A and B hereunder written and delineated in the map and plan annexed hereto, TOGETHER WITH proportionate share in the land or ground whereupon or on part whereof the same is erected and built together with all houses, outhouses, or other buildings, erections, fixtures, walls, yards, courtyards and other liberties, easements, privileges, appendages, and appurtenances whatsoever to the said property or any part thereof, AND all the estate, right, title inheritance, use, property claim and demand whatsoever both at law and in equity of the vendors into and upon the said property or any part thereof AND all deed, pattahs, muniments, writings

and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in custody, power or possession of the vendors, TO HAVE AND TO HOLD, the interest of the vendors in the said property AND every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be with all their respective rights and appurtenances unto and to the use of the purchasers forever AND the vendors hereby covenants with the purchasers that the vendors have not created any encumbrance or charge on the property whatsoever.

THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS  
AS FOLLOWS:

1. That notwithstanding any act, deed or thing whatsoever, by the vendors or by any of their predecessors in title done or executed or knowingly suffered to the contrary, the vendors had at all material times hereto before and now has good right, full power, and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure their respective interest in the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be to the use of the purchasers.

2. That the purchasers shall at all times hereafter peaceably and quietly enter into hold, posses and enjoy the said property and every part thereof without any hindrance and interruption or any lawful eviction, disturbance, claim or demand whatsoever from the vendors or any person or persons from or under any of them.
3. That free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the vendors well and sufficiently save indemnified of from and against all and all manner of claim, charges, liens, debts, attachments made or suffered by the vendors but restricted to the share of the vendors.
4. That the vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever under any of them in the said property or any part thereof, shall from time to time and all times hereafter at the request and costs of the purchasers, assign, execute or cause to be done and executed all such acts, deed and things whatsoever for further or better and more perfectly assuring the said purchasers and every part thereof unto and to the use of the purchasers according to the true intent and meaning of these presents as shall or may be reasonably required but restricted to the share of the vendors.



5. The vendors herein have handed over possession of the portion in their occupation in the said premises to the purchasers.

**SCHEDULE ABOVE REFERRED TO :**

**Part- A**

ALL THAT undivided 1/6<sup>th</sup> share in piece and parcel of Mourashi Mocarari land measuring 1 (one) Bigha, 5 (five) Cottahs and 10(ten) Chittacks be the same little more or less being premises No. 115 Benares Road, Police Station Golabari (Salkia), within the Municipal limits of area of Howrah Municipal Corporation, in the District of Howrah, with all structures, trees, easements, appurtenances, drains, sewers and butted and bounded as follows:

On the West : By the lands of Jadunath Bhattacharjee and Ganganarain Shiromoni (now in possession of Astagiri Sadkhan);

On the South and East : By Debendranath Sanyal's land;

On the North : By the Benares Road.  
 Total Structures 7950 Sqft  
 And delineated in the map and plan hereto annexed.

**Part - B**

ALL THAT undivided 1/6<sup>th</sup> share in piece or parcel of Mourashi Mokarari land measuring more or less 1 (one) Bigha, 8 (eight) Cottahs and 15 (fifteen) Chittacks, being premises no. 113 Benares Road, Police Station Golabari (Salkia), within the Municipal limits of Howrah Municipal Corporation, in the District of Howrah, with all structures, trees, easements, appurtenances, drains, and sewers and butted and bounded as follows:

On the North : By Benares Road, and partly by the house of Netai Chandra Ghosh;

On the West : By the land of Ganesh Chandra Bhattacharya, the grandson of Ganga Narain Shiromoni;

On the East: By the Premises No. 115 Benaras Road;

On the South: By the pucca building.

Union Steel Industry is a monthly tenant in the property and in possession. Total R.T.S. 8880 Sqft.

And delineated in the map and plan hereto annexed.

**IN WITNESS WHEREOF** the parties have hereunto to set and subscribe their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the Vendors at Kolkata in the presence of:

1.

2. Kingshuk Chakravorty  
CK-97, Sector 2, Salt Lake  
Kolkata - 700091

SIGNED SEALED AND DELIVERED

by the said Purchasers at Kolkata in the presence of:

1. Atoria Rom Agarwal  
811 Hardul - Roichair, Rd.  
Howrah, I

2. Anurag Dhillon  
10/B, KAPAL TOZA  
KOLKATA - 12

Drafted by me:-

Narendra K. Singh  
Advocate  
Judges' court Howrah

Anu Kumar Agarwal  
Rajesh Agarwal

Sushil Kumar Agarwal.  
Neelam Agarwal

Anil Dhillon  
As Constituted Attorney  
of USHA DHIMAN.

Bani Dhillon

**MEMO OF CONSIDERATION**

Paid by the purchasers to the Vendors by way of consideration the aforesaid amount of Rupees Rupees Fifty Six Lacs Sixty six thousand six hundred sixty seven in full and final payment of consideration.

.. Rs. 56, 66,667.00

**Details of consideration:**

By Bankers Cheque No. 78 27 33 dated  
on 09/07/10 issued by Corporation Bank on  
Howrah.  
account of the purchasers in favour of Sm Usha  
Dhiman

.. Rs. 28, 33,333.33

By Bankers Cheque No. 78 27 32 dated  
on 09/07/10 issued by Corporation Bank on  
Howrah.  
account of the purchasers in favour of Sm. Bawi  
Dhiman

.. Rs. 28, 33,333.33

*Amal Dhiman*  
*As Constituted Attorney*  
*of USHA DHIMAN.*

Rs. 56, 66,667.00

*Bawi Dhiman*

FORM FOR TEN FINGER IMPRESSION

Page No. \_\_\_\_\_

Sl. No.

Picture & Signature of Executants

Little

Ring

Middle (Right Hand)

Fore

Thumb



*Sushil Kumar Agarwal*



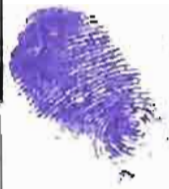
Little

Ring

Middle (Left Hand)

Fore

Thumb



Signature of

Little

Ring

Middle (Right Hand)

Fore

Thumb



*Neelam Agarwal*



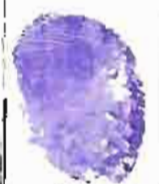
Little

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Middle Left Hand

Fore

Thumb



Signature of

Little

Ring

Middle Right Hand

Fore

Thumb



*Anurag Kumar Agarwal*



Little

Ring

Middle Left Hand


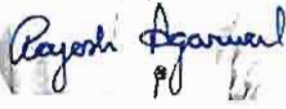


































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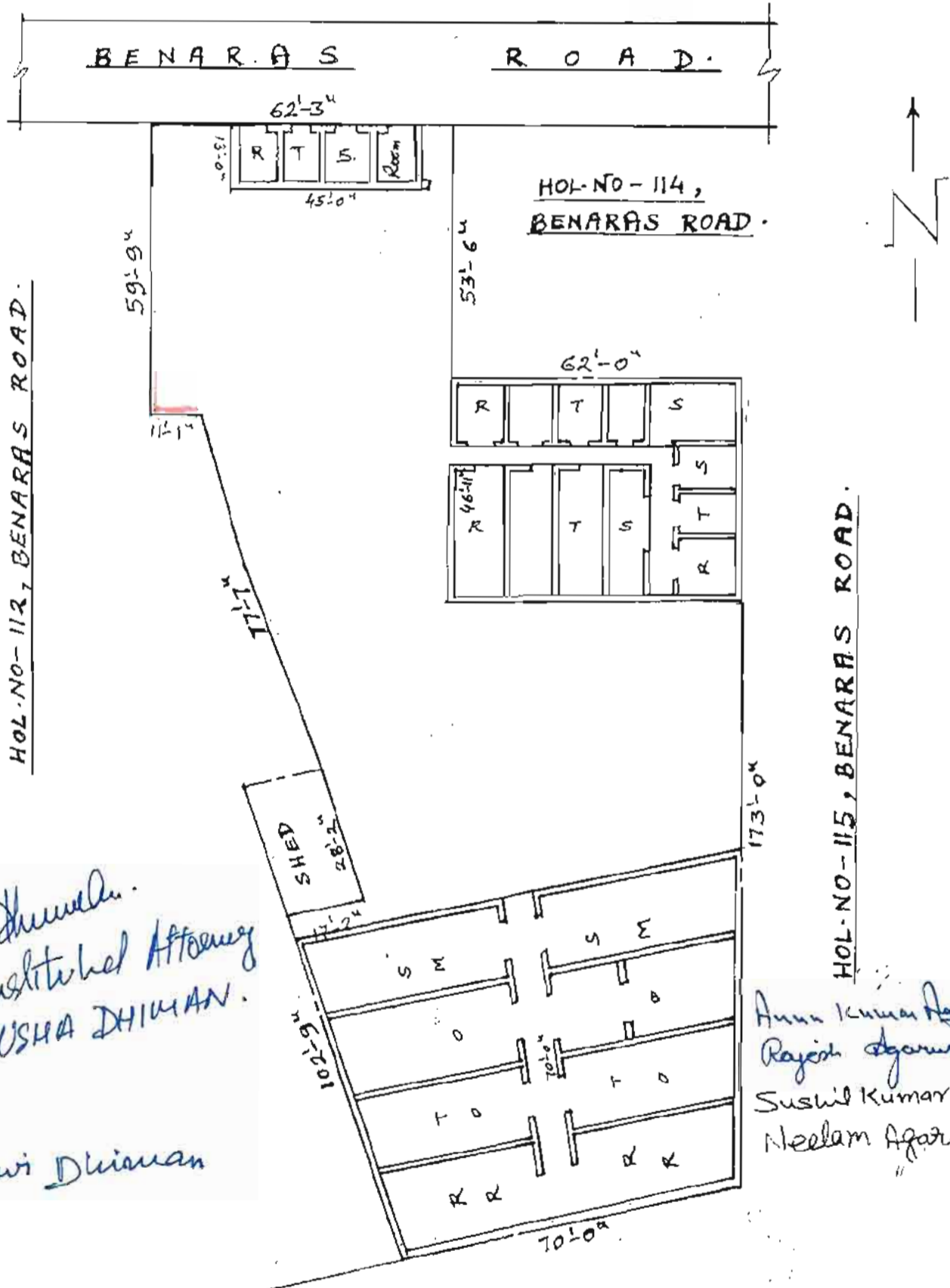
FORM FOR TEN FINGER IMPRESSION

Page No. \_\_\_\_\_

Sl. No.	Picture & Signature of Executants	Little	Ring	Middle (Right Hand)	Fore	Thumb
	 					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
	Signature of	Little	Ring	Middle (Right Hand)	Fore	Thumb
	  As Constitutional Attorney of USHA DHILLON					
		Little	Ring	Middle Left Hand	Fore	Thumb
						
	Signature of	Little	Ring	Middle Right Hand	Fore	Thumb
	 					
		Little	Ring	Middle Left Hand	Fore	Thumb
						

**SITE PLAN AT HOLDING NO-113, BENARAS ROAD. P.S - GOLABARI.**  
 DIST-HOWRAH. H.M.C WARD NO-10. (SCALE-1"=30'-0") SHOWN IN RED   
 AREA OF LAND - 1B-8KH-15CH-0SFT. (MORE OR LESS) having <sup>undivided to the Show</sup>  
 TOTAL R.T.S COVD. - 8880 SFT.

**VENDORS -** 1) SMT. USHA DHIMAN. 2) SMT. BAWI DHIMAN.  
 3) SMT. JYTSONA MEHTA. 4) SMT. ANUPMA KHOSLA.  
**PURCHASER -** 1) SRI. ARUN KUMAR AGARWAL.  
 2) SRI. SUSHIL KUMAR AGARWAL. 3) SMT. NEELAM AGARWAL.  
 4) SRI. RAJESH AGARWAL.



*Pril Khanna.*  
 As Constituted Attorney  
 of USHA DHIMAN.  
 Bawi Dhiman

*Arun Kumar Agarwal*  
*Rajesh Agarwal*  
*Sushil Kumar Agarwal*  
*Neelam Agarwal*

SATYA CHARAN  
MUKHERJEE.  
 28/3/2, SITANATH BOSE LANE

**SOUVIK SASMAL**  
 (CIVIL ENGINEER)  
 L.B.S. No 268/CLASS-IT  
**OF H.M.C**

TRACED BY - *Souvik Sasmal*

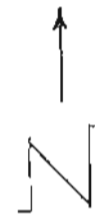
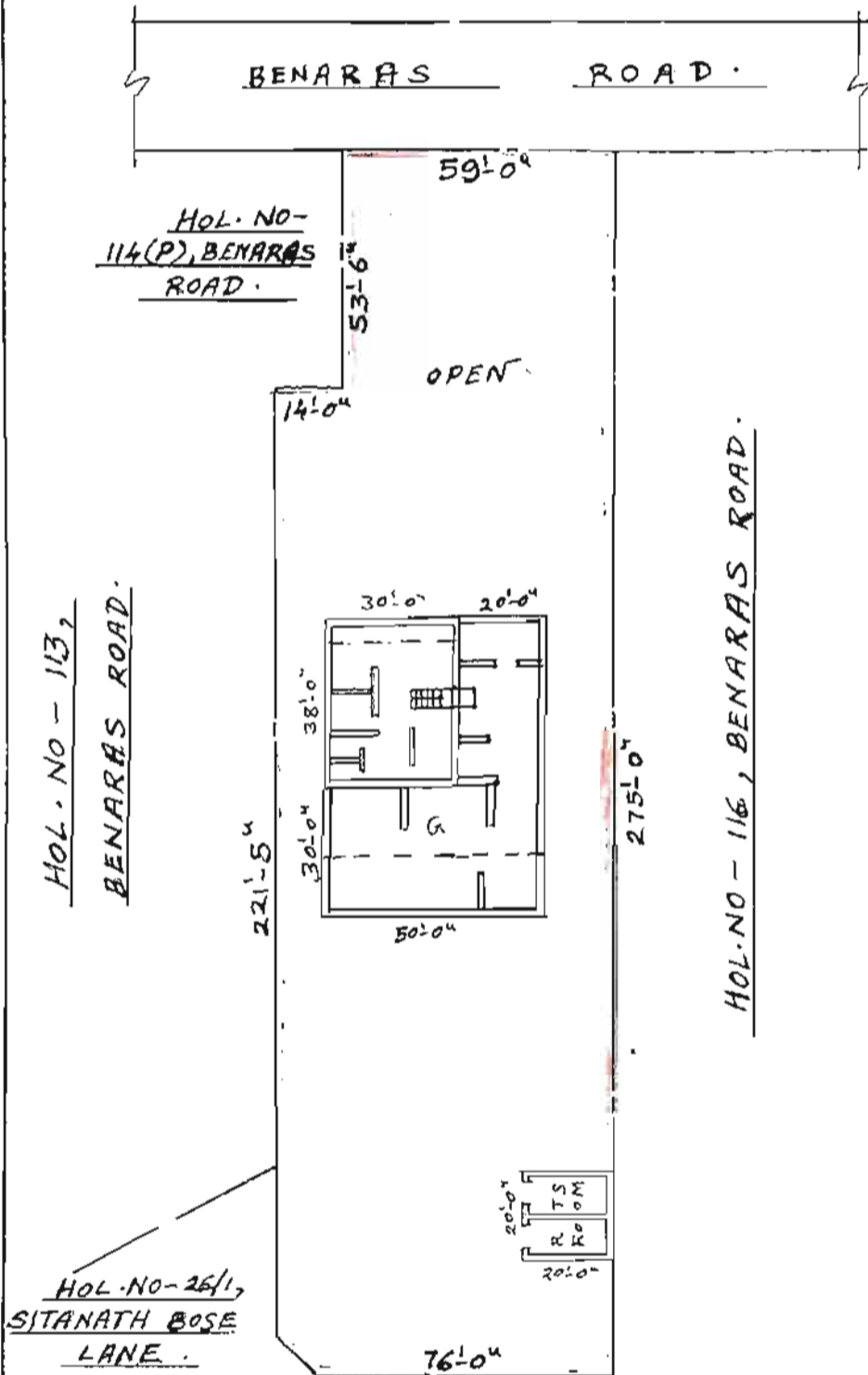
SITE PLAN AT HOLDING NO-115, BENARAS ROAD . P.S- GOLABARI .

DIST-HOWRAH . H.M.C WARD NO-10 . (SCALE-1"=40'-0") SHOWN IN RED

AREA OF LAND - 1B-5KH-10CH-0SFT . (MORE OR LESS) <sup>having undivided</sup>

GROUND PUGGA FLOOR COVD AREA - 3400+2650+1900 = 7950 <sup>to th scheme</sup> SFT.

RT-S SHED - 400 SFT+7950 = 8350 SFT . TOTAL COVD .



*Anil Dhimman*  
As Constituted Attorney  
of USHA DHIMAN.

*Bansi Dhimman*

*Annu Kumar Agarwal*  
*Rajesh Agarwal*

*Susmit Kumar Agarwal*  
*Neelam Agarwal*

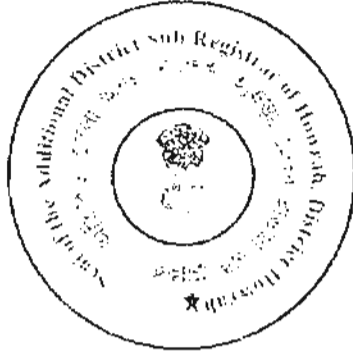
**SOUVIK S. S. MAI**  
(CIVIL ENGINEER)  
L.B.S. No 266, CLASS-IV  
OF H.M.C

TRACED BY - *Souvik Sasmal*



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 17  
Page from 75 to 95  
being No 03704 for the year 2010.



(Rina Chaudhury) 12-July-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. HOWRAH  
West Bengal



4364

2 3969/10

SBI Howrah Bk rec. 019018 23/7/10 Rs 2825/-

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document.

\_\_\_\_\_  
A.D.S.R. / Howrah

22 JUL 2010

## DEED OF SALE

THIS DEED OF SALE made this 22<sup>nd</sup> day of July. Two Thousand Ten BETWEEN GURUDEV DHIMAN, son of Late Mehar Chand Dhiman, by faith Hindu, by occupation Business, residing at 115, Benaras Road, Salkia, P. S. Golabari, Dist. Howrah, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs executors administrators legal representatives and assigns) of the **ONE PART**.

**A N D**

(1) **SRI ARUN KUMAR AGARWAL**, Son of Sri Ramgopal Agarwal & (2) **SRI RAJESH AGARWAL**, Son of Sri Biswanath Agarwal, both by faith Hindu, by occupation Business, both

- Susmit Kumar Agarwal.

V.C-T



2034

- Susmit Kumar Agarwal.



2035

- Gunde Dev Dhiman



2036

- Neelam Agarwal



2037

- Anur Kumar Agarwal



2038

- Rajesh Agarwal

Rajesh Dhiman

S/O Gunde Dev Dhiman

A3/219 Kirti Vihar

New Delhi 110063 - Business



[Signature]

Additional District  
Sub-Registrar, Howrah

22 JUL 2010

residing at 8/1, Hardut Rai Chamaria Road, P. S. Golabari, Dist. - Howrah **(3) SRI SUSHIL KUMAR AGARWAL**, Son of Sri Kanhiya Lal Agarwal, **(4) SMT. NEELAM AGARWAL**, Wife of Sri Sushil Kumar Agarwal, both by faith Hindu, by occupation Business, both residing at 6/7, Newscal Lane, P. S. Howrah, Dist - Howrah - 1, all Partners of Shree Balaji Constructions, a partnership firm having its office at 8/1, Hardut Rai Chamaria Road, P.S. Golabari, Dist. Howrah, jointly called and referred to as **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

WHEREAS One Hukum Chand Budhia, Son of Locknath Budhia, by a registered Deed of Conveyance sold, transferred and conveyed the premises, No. 115, Benaras Road, Salkia, P.S. Golabari, District - Howrah containing an area measuring about 1 Bigha 5 Cottahs 10 Chittacks of Mokorari Mourashi land to (1) Dharam Chand Dhiman (2) Meher Chand Dhiman (3) Keher Chand Dhiman & (4) Kishan Chand Dhiman, all sons of Pandit Tulsiram Dhiman on 28<sup>th</sup> June, 1938 duly registered in the office of the Registrar of Assurance, Calcutta and recorded in Book No. 1,

Volume No. 20 Pages 267 to 274, Being No. 1372 for the year 1938.

AND WHEREAS on the strength of the aforesaid Registered Deed of Conveyance the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman (all since deceased) became the absolute joint owners and occupiers of the SAID PROPERTY.

AND WHEREAS by virtue of a another Registered Deed of Sale dated 16<sup>th</sup> May, 1949 the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman (all since deceased) ) became the absolute joint owners and occupiers of the property measuring more or less 1 Bigha 8 Cottahs 15 Chittacks of Mokorari Mourashi Bastu land together with structure/building standing thereon comprised within Municipal Holding No. 113, Benaras Road, Salkia, P.S. Golabari, Dist. Howrah from Mahadeo Prasad and Others and said Deed was registered in the office of Registered of Assurance at Calcutta and recorded in Book No. I, Volume No. 18, Pages 250 to 262, Being No. 1098, for the year 1949.

AND WHEREAS on the strength of the afroresaid registered Deed of Sale, the said (1) Dharam Chand Dhiman, (2) Meher

Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman became the joint absolute owners and occupiers of the SAID PROPERTY.

AND WHEREAS the said Dharam Chand Dhiman, Meher Chand Dhiman, Keher Chand Dhiman and Kishan Chand Dhiman being the absolute owners and occupiers of the said property mutated their name in the record of the then Howrah Municipality at present Howrah Municipal Corporation and constructed building and/or structure upon the SAID PROPERTY and also made additional structure, additional alteration therein.

AND WHEREAS the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman being directors used to carry on their joint family business in different names particularly under the name and style of M/s. D. C. Dhiman & Brothers Pvt. Ltd., hereinafter referred to as the "Said Company".

AND WHEREAS eventually one of the creditors of the said Company filed petition being C.P. No. 2 of 1965 against the said Company and the said Company was directed to be wound up by an order dated 7<sup>th</sup> September, 1965 by the Hon'ble High Court at

Calcutta and the official liquidator was also directed to take charge of the properties and assets of the "Said Company"

AND WHEREAS sometimes in December, 1970 the official liquidator took out a Judges Summons under Section 543(1) of the Companies Act against the Directors of the said Company on the grounds of Misfeasance and by an exparte order dated 7<sup>th</sup> February, 1974 passed in the said Misfeasance proceeding, all the said Directors of the said company and the principal officer namely Banshilal Dhiman were directed to pay to the Company a sum of Rs. 14,70,948.44 (Rupees Fourteen Lacs Seventy Thousand Nine hundred Forty Eight and Paise Forty Four only) together with interest thereon @ 6% per annum till realization thereof.

AND WHEREAS in terms of the decree dated 7<sup>th</sup> February, 1974 the official liquidator took out an application for execution of the said decree passed in, C.P. No. 2 of 1965 in connection with the said Company and by an order dated 5<sup>th</sup> December, 1979 passed in the said application by the Hon'ble High Court at Calcutta, the Official liquidator was appointed as Receiver over the premises No. 113 and 115 of the Benaras Road, Salkia, Howrah hereinafter referred to as the "Howrah Property" with the direction that the official liquidator should sell the said properties by public Auction after obtaining direction from the Hon'ble High Court at Calcutta



and thus the official liquidator became custodian of the aforesaid Howrah properties.

AND WHEREAS it is very much pertinent to mentioned here that the official assignee of Calcutta by virtue of a Registered Deed of Sale dated 31<sup>st</sup> August, 1984 sold  $\frac{1}{4}$  (one fourth) undivided share of the said property at Premises No. 115, Benaras Road, Salkia, P.S. Golabari, Dist Howrah in favour of Smt. Usha Dhiman, Smt. Bawi Dhiman and Smt. Parmindar Dhiman (since deceased) and the said Deed was registered in the office of Registrar of Assurance, Calcutta and recorded in Book No. I, Volume No. 191, Being No. 11868, Pages 220 to 229 for the year 1984.

AND WHEREAS it is very much pertinent to mentioned here that the official assignee of Calcutta by virtue of an another Registered Deed of Sale dated 9<sup>th</sup> September, 1987 sold one  $\frac{1}{4}$ <sup>th</sup> undivided share of the said property at Premises No. 113, Benaras Road, Salkia, P.S. Golabari, Dist Howrah in favour of Smt. Usha Dhiman, Smt. Bawi Dhiman and Smt. Parmindar Dhiman (since deceased) and the said Deed was registered in the office of Registrar of Assurance, Calcutta and recorded in Book No. I, Volume No. 210, Being No. 9364, Pages 400 to 410, for the year 1987.

AND WHEREAS in view of the facts and circumstances as aforesaid, the said Meher Chand Dhiman, Keher Chand Dhiman and Kishan Chand Dhiman (all since deceased) became owners of the property jointly having  $3/4^{\text{th}}$  undivided and un-demarcated share of the property at Premises No. 113 & 115, Benaras Road, Salkia, P.S. Golabari, Dist. Howrah.

AND WHEREAS Meher Chand Dhiman died on 25.04.1985 leaving behind surviving his only son namely Gurudev Dhiman and two married daughters namely Vidya Sharma and Smt. Kaushlya Sharma and they were the joint owners of the said Howrah property having undivided  $1/4^{\text{th}}$  share therein.

AND WHEREAS Kehar Chand Dhiman died on 09.02.1991 leaving behind surviving his two sons namely Madan Lal Dhiman and Prem Dhiman. The said Prem Dhiman died on 03.05.1998 leaving behind surviving his only heir his wife namely Smt. Jeeti Dhiman.

AND WHEREAS Kishan Chand Dhiman died on 04.04.1991 leaving behind surviving his three sons namely Balwant Rai Dhiman, Jaswant Rai Dhiman and Kulwant Rai Dhiman and one daughter namely Sushma Chandar Kaur. It is pertinent to mention here that said Jaswant Rai Dhiman died on 24.01.2008 leaving

behind surviving his only heir namely his wife, Smt. Jyotika Dhiman. The said Kulwant Rai Dhiman died on 26.06.1997 leaving behind surviving his only heir namely his wife, Smt. Geetanjali Dhiman and as such Balwant Rai Dhiman, Joytika Dhiman Geetanjali Dhiman and Sushma Chanda Kaur, w/o Avtar Singh became the joint owners of the said Howrah property having jointly undivided 1/4<sup>th</sup> share therein.

AND WHEREAS the said two married daughters of Late Meher Chand Dhiman, namely Smt. Vidya Sharma, Wife of Sri Harbans Lal Sharma and said Smt. Kaushalya Sharma, Wife of Om Prakash Sharma, voluntarily relinquished their right interest and title in respect of the said Howrah Property i.e. Premises No. 113 & 115, Benaras Road, P.S. Golabari, Dist. Howrah and other property thereto in favour of their only brother Gurudev Dhiman, the vendor herein by virtue of two Registered Deeds of Relinquishment both dated 6<sup>th</sup> December, 1988 and accordingly thereafter the Vendor herein became the absolute owner of the said Howrah property having undivided 1/4<sup>th</sup> (one fourth) share therein.

AND WHEREAS it is also very much pertinent to mentioned here that the vendor herein namely Mr. Gurudev Dhiman sold 1/4<sup>th</sup> (one fourth) undivided share to Girish Kumar Jain by virtue of a registered deed of sale dated 12<sup>th</sup> June, 2001 and such Deed of

sale was declared void by the Hon'ble High Court at Calcutta by Mr. Justice Nadira Patherya by order dated 9<sup>th</sup> May, 2008 in connection with C.A. No. 98 of 2008 with C. P. No. 2 of 1965 and as such due to set aside of such sale deed executed by Gurudev Dhiman to Girish Kumar Jain, the said Gurudev Dhiman became the undivided 1/4<sup>th</sup> share of the said Howrah property at premises No. 113 & 115 Benaras Road, Salkia, P.S. - Golabari, District - Howrah.

AND WHEREAS it is also pertinent to mentioned that applications being Company Application No. 51 of 2010 and Company Application No. 52 of 2010 and another application being Company Application No. 683 of 2008 preferred by the other co-owners of the said property having undivided 3/4<sup>th</sup> share therein, for releasing the said 3/4<sup>th</sup> share of the property from attachment and upon hearing the said applications the Hon'ble High Court at Calcutta by order dated 15<sup>th</sup> March, 2010 directed payment of Rs. 62 Lacs to satisfy the said misfeasance decree and accordingly as per order of the Hon'ble High Court Calcutta dated 15<sup>th</sup> March, 2010 and further order dated 7<sup>th</sup> April, 2010, the entire amount of Rs. 62 Lacs has been paid to the Official Liquidator within time as per direction of the Hon'ble High Court Calcutta and accordingly the said 3/4<sup>th</sup> share in the properties mentioned in the schedule stands released from attachment.

AND WHEREAS the Vendor has agreed to sell the said Howrah property having undivided 1/4<sup>th</sup> share therein as morefully and more particularly described in the Schedule 'A' & 'B' hereunder at an total consideration of Rs. 85,00,000/- and the purchasers herein have agreed to purchase the same at the said price and it is declared and confirmed by the Vendor that the said property as per Schedule 'A' and 'B' written hereunder are free from any encumbrances, liens attachments lispendences, etc. and the Vendor has full power, right and authority to sell the same to the purchasers.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1) In pursuance of the said Agreement and in consideration of said sum of Rs. 85 lacs, (Rupees Eighty Five Lacs only) out of which the purchaser herein have already paid Rs. 15.50 Lacs (Rupees Fifteen Lacs Fifty Thousand only) at the time of Agreement for Sale and the balance consideration amount of Rs. 69.50 Lacs (Rupees Sixty Nine Lacs Fifty Thousand only) is paid by the purchasers to the Vendor at or immediately before the execution of these presents (the receipt of which Vendor do hereby acknowledges and admit as per memo of consideration written

hereunder) and of and from the same forever acquit, release, exonerate and discharge the purchasers and every part of the said property (more fully described in the schedule written hereunder) the vendor doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the purchasers ALL THAT the said undivided 1/4<sup>th</sup> share or interest of the vendor in the said premises No. 113 & 115, Benaras Road, Howrah-711 106 fully mentioned and described in the schedule A and B hereunder written and delineated in the map and plan annexed hereto, TOGETHER WITH proportionate share in the land or ground whereupon or on part whereof the same is erected and built together with all houses, outhouses, or other buildings, erections, fixtures, walls, yards, courtyards and other liberties, easements, fixtures, walls, yards, courtyards and other liberties, easements, privileges, appendages, and appurtenances whatsoever to the said property or any part thereof, AND all the estate, right, title inheritance, use, property claim and demand whatsoever both at law and in equity of the vendor into and upon the said property or any part thereof AND all deed, pattahs, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in custody, power or possession of the vendor, TO HAVE AND TO HOLD, the interest of the Vendor in the said property AND every part thereof hereby granted, sold, conveyed and transferred

or expressed or intended so to be with all their respective rights and appurtenances unto and to the use of the purchasers forever AND the vendor hereby covenants with the purchasers that the vendor have not created any encumbrance or charge on the property whatsoever.

**THE VENDOR DOETHS HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :**

1. That notwithstanding any act, deed or thing whatsoever, by the vendor or by any of their predecessors in title done or executed or knowingly suffered to the contrary, the vendor had at all material times hereto before and now has good right, full power, and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure their respective interest in the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be to the use of the purchasers.

2. That the purchasers shall at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof without any hindrance and interruption or any lawful eviction,

disturbance, claim or demand whatsoever from the Vendor or any person or persons from or under any of them.

3. That free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claim, charges, liens, debts, attachments made or suffered by the Vendor but restricted to the share of the Vendor.

4. That the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever under any of them in the said property or any part thereof, shall from time to time and all times hereafter at the request and costs of the purchasers, assign, execute or cause to be done and executed all such acts, deed and things whatsoever for further or better and more perfectly assuring the said purchasers and every part thereof unto and to the use of the purchasers according to the true intent and meaning of these presents as shall or may be reasonably required but restricted to the share of the Vendor.



**5. The Vendor herein have handed over possession of the portion in their occupation in the said premises to the purchasers.**

**SCHEDULE - 'A' ABOVE REFERRED TO**

ALL THAT **undivided 1/4<sup>th</sup> share** in piece and parcel of Mourashi Mokarari land measuring **1 Bigha 5 Cottahs and 10 Chittacks** be the same little more or less being Premises No. **115, Benaras Road**, P.S. Golabari, within the Municipal limits of area of Howrah Municipal Corporation, in the District of Howrah, with all pucca structures measuring **7950 square feet**, trees, easements, appurtenances, drains, sewers and butted and bounded as follows:-

ON THE NORTH : By the Benaras Road.

ON THE SOUTH : By the Debendranath Sanyal's land.

ON THE EAST : By the Debendranath Sanyal's land.

ON THE WEST : By the land of Jadunath Bhattacharya, Ganganarain Shiromoni (now in possession of Astagiri Sadkhan).

**SCHEDULE - 'B' ABOVE REFERRED TO**

ALL THAT undivided **1/4<sup>th</sup> share** in piece and parcel of Mourashi Mocarari land measuring **1 Bigha 8 Cottahs and 15 Chittacks** be the same little more or less being Premises No. **113, Benaras Road**, P.S. Golabari, within the Municipal limits of area of Howrah Municipal Corporation, in the District of Howrah, with all R.T.S. structures measuring **8880 square feet**, trees, easements, appurtenances, drains, sewers and butted and bounded as follows:-

- ON THE NORTH : By Benaras Road, and partly by the house of Netai Chandra Ghosh.
- ON THE WEST : By the Land of Ganesh Chandra Bhattacharya, the grandson of Ganga Narain Shiromoni.
- ON THE EAST : By the Premises No. 115, Benaras Road.
- ON THE SOUTH : By the pucca building.

**IN WITNESSES WHEREOF** the parties have hereunto to set  
 subscribed their respective hands and seals on the day month and  
 year first above written

**WITNESSES**

1. Rajdeep Talukder.  
 6/7, New Seal Lane  
 Howrah - 711101.

Atma Ram Agarwal.  
 8/11 Hardoi-Raichard Rd.  
 Howrah. 711101

*Gurpreet Singh*  
 SIGNATURE OF THE VENDOR

Rakesh Dwivedi  
 A3/219 Paschim Vaidi  
 New Delhi 110063

Annu Kumar Agarwal  
 Rajesh Agarwal  
 Sushil Kumar Agarwal.  
 Neelam Agarwal

SIGNATURE OF THE PURCHASERS

Drafted by me and prepared  
 in my Office.

*Swapan K. Chatterjee*

Advocate

Printed by :-

*R. Banerjee*

Ranjan Banerjee  
 Howrah Civil Court.

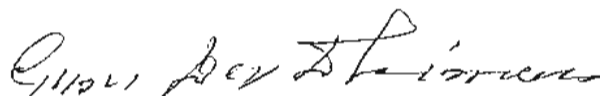
**MEMO OF CONSIDERATION**

<u>Name of Bank and branch</u>	<u>Cheque No. / Cash and date</u>	<u>Amount</u>
Corporation Bank Howrah	<u>Pay Order No.</u> "782735" dt. 22/7/10	67,95,000.00
Advance	<u>Cheque No.</u>	15,50,000.00
	<u>Tax dues to be paid by purchaser</u>	1,55,000.00
	<u>Total - Rs.</u>	85,00,000.00

Rupees Eighty Five Lac only.

**WITNESSES :-**

1. Rajdeep Talukder.  
6/F, New Seal Lane  
Howrah - 711101.


**Signature of the Vendor**

2. Atma Ram Agarwal  
811 Harokel Rai Chemic Rd  
Howrah - 711101

3. Ramesh Dwivedi  
A3/219 Paschim Vihar  
New Delhi 110063

SERIALISED AUTHENTICATED BANK RECEIPT

SABR No. : 005409  
001



STATE BANK OF INDIA

Branch Name : HOWRAH.

Branch Code : 0091

Date: 21 JUL 2010

Certified that a sum of

Rs. 601841 (Rupees six lac one thousand eight hundred forty one only.) has been paid towards Stamp

Duty by Sri/Smt Arjun Kumar Agarwal Esq.

residing at 8/1 Hardut Bai Chamarra Road, Golabari Howrah.

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

Not over Rs. 601841

Signature of authorized Officer  
(S. S. Number: )

SUBRATA SAHA  
S-18766

Signature of authorized Officer  
(S. S. Number: )

ASIT KUMAR BHAKTA  
B-7975



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

Sushil Kumar Agarwal

**T. R. FORM NO. 7**

( See S. R. 46 )

Additional 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

2 (a) Name of the Treasury

(b) Treasury Code 

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3 Account Code 

0	0	3	0	0	2	0	2	0	0	7	1	7
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(14 Digits must be filled up properly)

4 Detail Head of Account

5 (a) Amount Rs. 6,01,841/-

(b) In words Rupres Six lac one thousand eight hundred forty one only.

6 By whom tendered Name & Address  
Utkarsh K. De  
Howrah Court

7 Name Designation & Address of the Departmental Office on whose behalf/favour is paid SRI ARUN KUMAR AGARWAL + ORS  
7/8/1 Handout Rai Chamarica Road, Golabani  
Howrah

8 (a) Particular and Authority of deposit

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

9 Accounts Officer by whom adjustable Accountant General (SA and L) West Bengal Verified

Signature of Departmental/Treasury Officer  
Depositor's Signature  
Utkarsh K. De  
Utkarsh K. De

Date Received payment 27/11/25  
Treasury Receipted Challan No.  
Bank Scroll Serial No.

Receipt by the Bank Treasury Signature with seal of the Bank  
Dated

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

SITE PLAN AT HOLDING NO-115, BENARAS ROAD. P.S- GOLABARI.

DIST-HOWRAH. H.M.C WARD NO-10. (SCALE-1"=40'-0") SHOWN IN RED

AREA OF LAND - 1B-5KH-10CH-0SFT. (MORE OR LESS)

GROUND FLOOR COVD. AREA - 3400+2650+1900 = 7950 SFT.

R.T.S SHED - 400 SFT + 7950 = 8350 SFT. TOTAL COVD.

SOLD AREA. UNDIVIDED 1/4TH. SHARE OF TATAL AREA

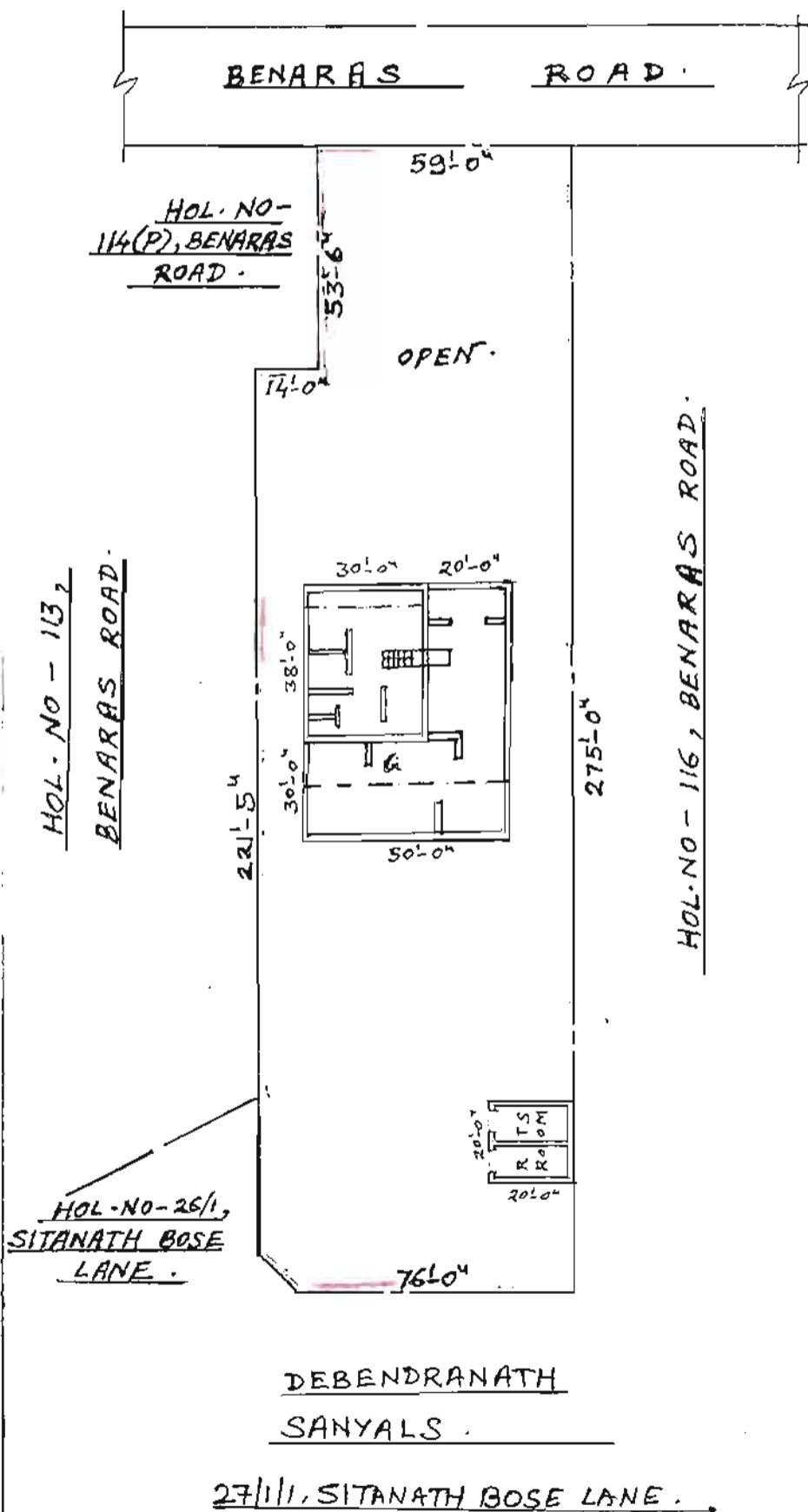
VENDOR:- GURUDEV DHIMAN

PURCHASERS: 1. SRI ARUN KUMAR AGARWAL.

2. SRI SUSHIL KUMAR AGARWAL.

3. SMT. NEELAM AGARWAL.

4. SRI RAJESH AGARWAL.



Gurudev. Dhiman

Arun Kumar Agarwal

Rajesh Agarwal

Sushil Kumar Agarwal

Neelam Agarwal

**SOUVIK SASMAL**  
(CIVIL ENGINEER)  
L.B.S. No 268/CLASS-IT  
OF H.M.C

TRACED BY- souvik Sasmal.

SITE PLAN AT HOLDING NO-113, BENARAS ROAD. P.S-GOLABARI.

DIST-HOWRAH.H.M.C WARD NO-10.(SCALE-1"=30'-0") SHOWN IN RED

AREA OF LAND-18-8KH-15CH-0SFT. (MORE OR LESS)

TOTAL RT-S COVD. - 8880 SFT.

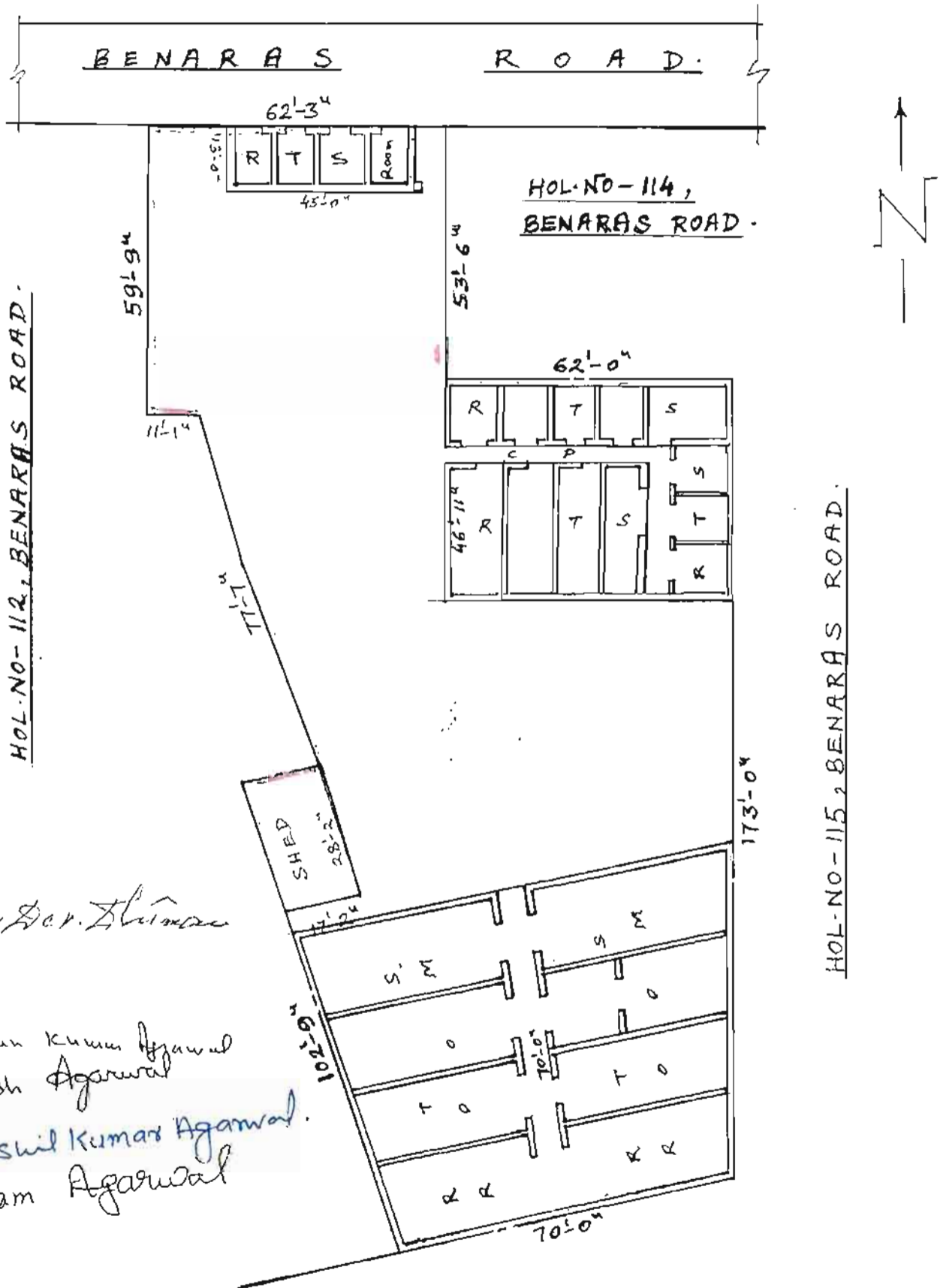
SOLD AREA=UNDIVIDED 1/4TH SHARE OF TOTAL AREA.

VENDOR:- GURUDEV DHIMAN.

PURCHASER - 1) SRI. ARUN KUMAR AGARWAL.

2) SRI. SUSHIL KUMAR AGARWAL. 3) SMT. NEELAM AGARWAL.

4) SRI. RAJESH AGARWAL.



*Guru Dev. Dhiman*

*Arun Kumar Agarwal  
Rajesh Agarwal  
Sushil Kumar Agarwal.  
Neelam Agarwal*

SATYA CHARAN  
MUKHERJEE.

28/3/2, SITANATH BOSE LANE.

**SOUVIK SASMAL**  
(CIVIL ENGINEER)  
L.B.S. No. 268/CLASS-II  
**OF H.M.C**

TRACED BY- souvik sasmal.



FORM FOR TEN FINGER IMPRESSION

Page No. \_\_\_\_\_

Sl. No.

Picture & Signature of Executants

Little

Ring

Middle (Right Hand)

Fore

Thumb



Susip Kumar Agarwal  
Susip Kumar Agarwal



Little

Ring

Middle (Left Hand)

Fore

Thumb



Signature of

Little

Ring

Middle (Right Hand)

Fore

Thumb



Neelam Agarwal  
Neelam Agarwal



Little

Ring

Middle Left Hand

Fore

Thumb



Signature of

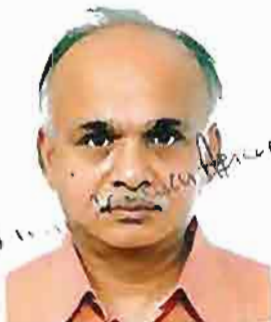
Little

Ring

Middle Right Hand

Fore

Thumb



Anurag Kumar Agarwal  
Anurag Kumar Agarwal



Little

Ring

Middle Left Hand

Fore






















Thumb



FORM FOR TEN FINGER IMPRESSION

Page No \_\_\_\_\_

Sl. No.

Picture & Signature of Executants	Little	Ring	Middle (Right Hand)	Fore	Thumb
	 Rajesh Agarwal Rajesh Agarwal				
Little		Ring	Middle (Left Hand)	Fore	Thumb
					
Signature of	Little	Ring	Middle (Right Hand)	Fore	Thumb
 G. S. Sharma G. S. Sharma					
	Little	Ring	Middle Left Hand	Fore	Thumb
					
Signature of	Little	Ring	Middle Right Hand	Fore	Thumb
	Little	Ring	Middle Left Hand	Fore	Thumb



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

**Endorsement For Deed Number : I - 03969 of 2010**  
**(Serial No. 04364 of 2010)**

**On 22/07/2010**

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

Presented for registration at 19.00 hrs on :22/07/2010, at the Private residence by Sushil Kr Agarwal , one of the Claimants.

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

Execution is admitted on 22/07/2010 by

1. Gurudev Dhiman, son of Lt Mehar Chand Dhirman , 115, Benaras Road, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
  2. Sushil Kr Agarwal, son of Sri Kanhiya Lal Agarwal , 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
  3. Neelam Agarwal, wife of Sushil Kr Agarwal , 6/7, New Seal Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
  4. Arun Kr Agarwal, son of Ramgopal Agarwal , 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
  5. Rajesh Agarwal, son of Sri Biswanath Agarwal , 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
- Identified By Rakesh Dhiman, son of Guru Dev Dhiman, A3/219 Paschim Vihar New Delhi-110063, DELHI, India, P.O. :- , By Caste: Hindu, By Profession: Business.

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 23/07/2010**

**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) = 95007/- ,E = 7/- on 23/07/2010

**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.-8637798/-

Certified that the required stamp duty of this document is Rs.- 604656 /- and the Stamp duty paid as: Impressed and Adhesive Rs.- 0/-

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

23/07/2010 13:47:00

EndorsementPage 1 of 2



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

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**Endorsement For Deed Number : I - 03969 of 2010**  
**(Serial No. 04364 of 2010)**

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Stamp Paid By SABR

1. Rs. 601841/- is paid, by the SABR number 005409, SABR Date 21/07/2010, Bank Name State Bank of India, HOWRAH, received on 23/07/2010, by Sri Arun Kumar Agarwal And Others 8/1, Hardut Rai Chamaria Road, Golabari, Dist- Howrah

**Deficit stamp duty**

Deficit stamp duty Rs. 2825/- is paid, by the Bankers cheque number 019018, Bankers Cheque Date 23/07/2010, Bank Name State Bank of India, HOWRAH, received on 23/07/2010

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

  
( Rina Chaudhury )

ADDITIONAL DISTRICT SUB-REGISTRAR

23/07/2010 13:47:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 18  
Page from 514 to 540  
being No 03969 for the year 2010.



*[Handwritten signature]*

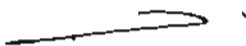
(Rina Chaudhury) 23-July-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. HOWRAH  
West Bengal

4453

I 4029

17.30  
24/4/10

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document.

  
A.D.S.R. / Howrah

27 JUL 2010

## DEED OF SALE

**THIS DEED OF SALE** is made on this 27<sup>th</sup> day of July, Two Thousand Ten BETWEEN (1) **BALWANT RAI DHIMAN**, son of Late Kishan Chand Dhiman, by faith Hindu, by occupation Medical Professional of Dhiman Bhavan Chowk Khazchian at Phillapur Punjan and at present residing at No. 169, Perey Road, Whitton, Twickenham TW 2 6 JS United Kingdom (2) **SMT. CHANAN KAUR, alias SUSHMA DHIMAN**, Wife of Avtar Singh and daughter of Late Kishan Chand Dhiman by faith Hindu, by occupation Housewife of Dhiman Bhavan at Phillaur Punjab and at present residing at No. 8, Allonby close Jason Heights, Lower Earley, Berkshire, RG

Sushil Kumar Agarwal.

V.C.T



2104

Sushil Kumar Agarwal.



2105

Neelam Agarwal



2106

Balwant Rai Dhiman, Chaman kaur alias  
Sushoma Dhiman, Smt. Geopiyali Dhiman,  
Vishal Dhiman, Smt. Joylita Dhiman,  
Abinandan Rai Dhiman for self and on  
behalf of others as Constituted attorney  
Balwant Rai Dhiman



Additional District  
Sub-Registrar, Howrah

27 JUL 2010



2107

Anur Kumari Agarwal

6 3 BY United Kingdom (3) **SMT. GEETANJALI DHIMAN**, wife of Late Kulwant Rai Dhiman, by faith Hindu, by occupation Housewife of No. E-63, Phase-IV Focal point, Ludhiana, Punjab (4) **VISHAL DHIMAN**, Son of Late Kulwant Rai Dhiman, by faith Hindu, by occupation Service of No. E-63, Phase-IV, Focal point Ludhiana Punjab (5) **SMT. JYOTIKA DHIMAN**, wife of Late Jaswant Rai Dhiman, by faith Hindu, by occupation Housewife of No. 40-A Raghunath Enclave, South City Road, Ludhiana, Punjab (6) **ABHINANDAN RAI DHIMAN**, Son of Late Jaswant Rai Dhiman, by faith Hindu, by occupation Service of No. 40-A, Raghunath Enclave, South City Road, Ludhiana Punjab, Nos. (2) to (6) are all represented by their Constituted ATTORNEY and self namely **MR. BALWANT RAI DHIMAN**, Son of Late Kishan Chand Dhiman of Phillaur, Punjab, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs executors administrators legal representatives and assigns) of the **ONE PART**.

**A N D**

(1) **SRI ARUN KUMAR AGARWAL**, Son of Sri Ramgopal Agarwal & (2) **SRI RAJESH AGARWAL**, Son of Sri Biswanath Agarwal, both by faith Hindu, by



2108

Rajesh Agarwal

Scharmburth -  
Admat  
High Court Calcutta



Additional District  
Sub-Registrar, Howrah

27 JUL 2010

occupation Business, both residing at 8/1, Hardut Rai Chamaria Road, P. S. Golabari, Dist. - Howrah (3) **SRI SUSHIL KUMAR AGARWAL**, Son of Sri Kanhiya Lal Agarwal, (4) **SMT. NEELAM AGARWAL**, Wife of Sri Sushil Kumar Agarwal, both by faith Hindu, by occupation Business, both residing at 6/7, New Seal Lane, P. S. Howrah, District - Howrah - 1, all Partners of **SHREE BALAJI CONSTRUCTIONS**, a partnership firm having its office at 8/1, Hardut Rai Chamaria Road, P.S. Golabari, Dist. Howrah, jointly called and referred to as **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** One Hukum Chand Budhia, Son of Locknath Budhia, by a registered Deed of Conveyance sold, transferred and conveyed the premises No. 115, Benaras Road, Salkia, P.S. Golabari, District - Howrah containing an area measuring about 1 Bigha 5 Cottahs 10 Chittacks of Mokorari Mourashi land to (1) Dharam Chand Dhiman (2) Meher Chand Dhiman (3) Keher Chand Dhiman & (4) Kishan Chand Dhiman, all sons of Pandit

Tulsiram Dhiman on 28<sup>th</sup> June, 1938 duly registered in the office of the Registrar of Assurance, Calcutta and recorded in Book No. 1, Volume No. 20, Pages 267 to 274 being No. 1372 for the year 1938.

**AND WHEREAS** on the strength of the aforesaid Registered Deed of Conveyance the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman (all since deceased) became the absolute joint owners and occupiers of the **SAID PROPERTY**.

**AND WHEREAS** by virtue of a another Registered Deed of Sale dated 16<sup>th</sup> May, 1949 the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman (all since deceased) ) became the absolute joint owners and occupiers of the property measuring more or less 1 Bigha 8 Cottahs 15 Chittacks of Mokorari Mourashi Bastu land together with structure/building standing thereon comprised within Municipal Holding No. 113, Benaras Road, Salkia, P.S. Golabari, Dist. Howrah from Mahadeo Prasad and Others and said Deed was registered in the office of Registered of Assurance at Calcutta and

recorded in Book No. I, Volume No. 18, Pages 250 to 262, Being No. 1098 for the year 1949.

**AND WHEREAS** on the strength of the afroresaid registered Deed of Sale, the said (1) DHARAM CHAND DHIMAN, (2) MEHER CHAND DHIMAN (3) KEHER CHAND DHIMAN and (4) KISHAN CHAND DHIMAN became the joint absolute owners and occupiers of the SAID PROPERTY.

**AND WHEREAS** the said Dharam Chand Dhiman, Meher Chand Dhiman, Keher Chand Dhiman and Kishan Chand Dhiman being the absolute owners and occupiers of the said property mutated their name in the record of the then Howrah Municipality at present Howrah Municipal Corporation and constructed building and/or structure upon the SAID PROPERTY and also made additional structure, additional alteration therein.

**AND WHEREAS** the said (1) Dharam Chand Dhiman, (2) Mcher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman being directors used to carry on their joint family business in different names particularly under the name and style of M/s. D. C.

Dhiman & Brothers Pvt. Ltd., hereinafter referred to as the "Said Company".

**AND WHEREAS** eventually one of the creditors of the said Company filed petition being C.P. No. 2 of 1965 against the said Company and the said Company was directed to be wound up by an order dated 7<sup>th</sup> September, 1965 by the Hon'ble High Court at Calcutta and the official liquidator was also directed to take charge of the properties and assets of the "Said Company"

**AND WHEREAS** sometimes in December, 1970 the official liquidator took out a Judges Summons under Section 543(1) of the Companies Act against the Directors of the said Company on the grounds of Misfeasance and by an ex parte order dated 7<sup>th</sup> February, 1974 passed in the said Misfeasance proceeding, all the said Directors of the said company and the principal officer namely Banshilal Dhiman were directed to pay to the Company a sum of Rs. 14,70,948.44 (Rupees Fourteen Lacs Seventy Thousand Nine hundred Forty Eight and Paise Forty Four only) together with interest thereon @ 6% per annum till realization thereof.

**AND WHEREAS** in terms of the decree dated 7<sup>th</sup> February, 1974 the official liquidator took out an application for execution of the said decree passed in C.P. No. 2 of 1965 in connection with the said Company and by an order dated 5<sup>th</sup> December, 1979 passed in the said application by the Hon'ble High Court at Calcutta, the Official liquidator was appointed as Receiver over the premises No. 113 and 115 of the Benaras Road, Salkia, Howrah hereinafter referred to as the "Howrah Property" with the direction that the official liquidator should sell the said properties by public Auction after obtaining direction from the Hon'ble High Court at Calcutta and thus the official liquidator became custodian of the aforesaid HOWRAH PROPERTIES.

**AND WHEREAS** it is very much pertinent to mentioned here that the official assignee of Calcutta by virtue of a Registered Deed of Sale dated 31<sup>st</sup> August, 1984 sold  $\frac{1}{4}$  (one fourth) undivided share of the said property at Premises No. 115, Benaras Road, Salkia, P.S. Golabari, Dist Howrah in favour of Smt. Usha Dhiman, Smt. Bawi Dhiman and Smt. Parmindar Dhiman (since deceased) and the said Deed was registered in the office of Registrar of Assurance, Calcutta and recorded in Book

No. I, Volume No. 191, Pages 220 to 229, Being No. 11868, for the year 1984.

**AND WHEREAS** it is very much pertinent to mentioned here that the official assignee of Calcutta by virtue of an another Registered Deed of Sale dated 9<sup>th</sup> September, 1987 sold one 1/4<sup>th</sup> undivided share of the said property at Premises No. 113, Benaras Road, Salkia, P.S. Golabari, Dist Howrah in favour of Smt. Usha Dhiman, Smt. Bawi Dhiman and Smt. Parmindar Dhiman (since deceased) and the said Deed was registered in the office of Registrar of Assurance, Calcutta and recorded in Book No. I, Volume No. 210, Pages 400 to 410, Being No. 9364, for the year 1987.

**AND WHEREAS** in view of the facts and circumstances as aforesaid, the said Meher Chand Dhiman, Keher Chand Dhiman and Kishan Chand Dhiman (all since deceased) became owners of the property jointly having 3/4<sup>th</sup> undivided and undemarcated share of the property at Premises No. 113 & 115, Benaras Road, Salkia, P.S. Golabari, Dist. Howrah.

**AND WHEREAS** Meher Chand Dhiman died on 25.04.1985 leaving behind surviving his only son namely Gurudev Dhiman and two married daughters namely Vidya Sharma and Smt. Kaushlya Sharma and they were the joint owners of the said Howrah property having undivided 1/4<sup>th</sup> share therein.

**AND WHEREAS** Kehar Chand Dhiman died on 09.02.1991 leaving behind surviving his two sons namely Madan Lal Dhiman and Prem Dhiman. The said Prem Dhiman died on 03.05.1998 leaving behind surviving his only heir his wife namely Smt. Jeeti Dhiman.

**AND WHEREAS** Kishan Chand Dhiman died on 04.04.1991 leaving behind surviving his three sons namely Balwant Rai Dhiman, Jaswant Rai Dhiman and Kulwant Rai Dhiman and one daughter namely Sushma Chandar Kaur. It is pertinent to mention here that said Jaswant Rai Dhiman died on 24.01.2008 leaving behind surviving his only heir namely his wife, Smt. Jyotika Dhiman and his son Abhinandan Rai Dhiman. The said Kulwant Rai Dhiman died on 26.06.1997 leaving behind surviving his only heir namely his wife, Smt. Geetanjali Dhiman and his son Vishal Dhiman and as such Balwant



Rai Dhiman, Smt. Chanan Kaur alias Sushma Dhiman, Geetanjali Dhiman, Vishal Dhiman, Jyotika Dhiman and Abhinandan Rai Dhiman, the Vendors herein became the joint owners of the said Howrah property having jointly undivided 1/4<sup>th</sup> share therein.

**AND WHEREAS** it is also pertinent to mentioned that applications being Company Application No. 51 of 2010 and Company Application No. 52 of 2010 and another application being Company Application No. 683 of 2008 preferred by the other co-owners of the said property having undivided 3/4<sup>th</sup> share therein, for releasing the said 3/4<sup>th</sup> share of the property from attachment and upon hearing the said applications the Hon'ble High Court at Calcutta by order dated 15<sup>th</sup> March, 2010 directed payment of Rs. 62 Lacs to satisfy the said misfeasance decree and accordingly as per order of the Hon'ble High Court Calcutta dated 15<sup>th</sup> March, 2010 and further order dated 7<sup>th</sup> April, 2010, the entire amount of Rs. 62 Lacs has been paid to the Official Liquidator within time as per direction of the Hon'ble High Court Calcutta and accordingly the said 3/4<sup>th</sup> share in the properties mentioned in the schedule stands released from attachment.

**AND WHEREAS** the Vendors have agreed to sell the said Howrah property having undivided 1/4<sup>th</sup> share therein as morefully and more particularly described in the Schedule 'A' & 'B' hereunder at an total consideration of **Rs. 85,00,000/-** and the purchasers herein have agreed to purchase the same at the said price and it is declared and confirmed by the Vendor that the said property as per Schedule 'A' and 'B' written hereunder are free from any encumbrances, liens attachments lispences, etc. and the Vendor has full power, right and authority to sell the same to the purchasers.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1) In pursuance of the said Agreement and in consideration of said sum of Rs. 85 lacs (Rupees Eighty Five Lacs only) out of which the purchaser herein have already paid Rs. 15.50 Lacs (Rupees Fifteen Lacs Fifty Thousand only) at the time of Agreement for Sale and the balance consideration amount of Rs. 69.50 Lacs (Rupees Sixty Nine Lacs Fifty Thousand only) is paid by the purchasers to the Vendor at or immediately before the

execution of these presents (the receipt of which Vendor do hereby acknowledges and admit as per memo of consideration written hereunder) and of and from the same forever acquit, release, exonerate and discharge the purchasers and every part of the said property (more fully described in the schedule written hereunder) the vendor doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the purchasers ALL THAT the said undivided 1/4<sup>th</sup> share or interest of the vendor in the said premises No. 113 & 115, Benaras Road, Howrah-711 106 fully mentioned and described in the schedule A and B hereunder written and delineated in the map and plan annexed hereto, TOGETHER WITH proportionate share in the land or ground whereupon or on part whereof the same is erected and built together with all houses, outhouses, or other buildings, erections, fixtures, walls, yards, courtyards and other liberties, easements, fixtures, walls, yards, courtyards and other liberties, easements, privileges, appendages, and appurtenances ~~whatsoever to the said property or any part thereof~~, AND all the estate, right, title inheritance, use, property claim and demand whatsoever both at law and in equity of the vendor into and upon the said property or any part

thereof AND all deed, pattahs, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in custody, power or possession of the vendor, TO HAVE AND TO HOLD, the interest of the Vendor in the said property AND every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be with all their respective rights and appurtenances unto and to the use of the purchasers forever AND the vendor hereby covenants with the purchasers that the vendor have not created any encumbrance or charge on the property whatsoever.

**THE VENDOR DOTHs HEREBY COVENANT WITH  
THE PURCHASERS AS FOLLOWS:**

1. That notwithstanding any act, deed or thing whatsoever, by the vendor or by any of their predecessors in title done or executed or knowingly suffered to the contrary, the vendor had at all material times hereto before and now has good right, full power, and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure their respective interest in

the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be to the use of the purchasers.

2. That the purchasers shall at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof without any hindrance and interruption or any lawful eviction, disturbance, claim or demand whatsoever from the Vendor or any person or persons from or under any of them.

3. That free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claim, charges, liens, debts, attachments made or suffered by the Vendor but restricted to the share of the Vendor.

4. That the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever under any of them in the said property or any part thereof, shall from time to time and all times hereafter at

the request and costs of the purchasers, assign, execute or cause to be done and executed all such acts, deed and things whatsoever for further or better and more perfectly assuring the said purchasers and every part thereof unto and to the use of the purchasers according to the true intent and meaning of these presents as shall or may be reasonably required but restricted to the share of the Vendor.

**5. The Vendor herein have handed over possession of the portion in their occupation in the said premises to the purchasers.**

**SCHEDULE - 'A' ABOVE REFERRED TO**

ALL THAT undivided 1/4<sup>th</sup> share in piece and parcel of Mourashi Mekarari land measuring 1 Bigha 5 Cottahs and 10 Chittacks be, the same little more or less being Premises No. 115, Benaras Road, P.S. Golabari, within the Municipal limits of area of Howrah Municipal Corporation, in the District of Howrah, with all pucca structures measuring **7950 square feet**, trees, easements, appurtenances, drains, sewers and butted and bounded as follows:-

ON THE NORTH : By the Benaras Road.

ON THE SOUTH : By the Debendranath Sanyal's land.  
 ON THE EAST : By the Debendranath Sanyal's land.  
 ON THE WEST : By the land of Jadunath Bhattacharya,  
 Ganganarain Shiromoni (now in possession  
 of Astagiri Sadkhan).

**SCHEDULE - 'B' ABOVE REFERRED TO**

ALL THAT undivided 1/4<sup>th</sup> share in piece and parcel of Mourashi Mocarari land measuring 1 Bigha 8 Cottahs and 15 Chittacks be the same little more or less being Premises No. 113, Benaras Road, P.S. Golabari, within the Municipal limits of area of Howrah Municipal Corporation, in the District of Howrah, with all R.T. structures measuring **8880 square feet**, trees, easements, appurtenances, drains, sewers and butted and bounded as follows :-

ON THE NORTH : By Benaras Road, and partly by the  
 house of Netai Chandra Ghosh.  
 ON THE EAST : By the Premises No. 115, Benaras  
 Road.  
 ON THE WEST : By the Land of Ganesh Chandra  
 Bhattacharya,  
 the grandson of Ganga Narain  
 Shiromoni.  
 ON THE SOUTH : By the pucca building.

**IN WITNESSES WHEREOF** the parties have hereunto to set subscribed their respective hands and seals on the day month and year first above written

**WITNESSES**

1. Rajdeep Talukder.

6/7, New Seal Lane  
Howrah-71101.

2. Anurupa Kumar Agarwal  
811 Harendra Rai Chatterjee Rd  
Howrah-71101

Vendor No.1 herein for self and being represented by the Constituted ATTORNEY of the Vendors No. 2 to 5 - SMT. CHANAN KAUR, alias SUSHMA DHIMAN, SMT. GEETANJALI DHIMAN, VISHAL DHIMAN and SMT. JYOTIKA DHIMAN. ABHINAVDAY RAI DHIMAN

Balwant Rai Dhiman

SIGNATURE OF THE VENDORS

Anurupa Kumar Agarwal

Rajdeep Talukder

Sushil Kumar Agarwal

Neelam Agarwal  
SIGNATURE OF THE PURCHASERS

Drafted by me and prepared in my office.

Swapam K. Chatterjee

Advocate

Printed by :-

Ranjan Banerjee

Ranjan Banerjee.  
Howrah Civil Court.



**MEMO OF CONSIDERATION**

<u>Name of the Bank &amp; Branch</u>	<u>Cheque No. /Cash and date</u>	<u>Amount</u>
Corporation Bank of Howrah.	Pay Order No. 782738 Dated : 27-07-2010	61,95,000.00
Advance .....		15,50,000.00
	Tax dues to be paid by the Purchasers	1,55,000.00
	Cash dated	6,00,000.00
	<b>TOTAL - Rs.</b>	<b>85,00,000.00</b>

(Rupees Eighty five Lac) only.

**WITNESSES**

1. Rajdeep Talukder,  
67, New Seal Lane,  
Howrah, - 711001.

2. Atma Ram Agarwal  
811 Haralur Rai Chara Rd  
Howrah, 711001

Vendor No.1 herein for self and being represented by the Constituted ATTORNEY of the Vendors No. 2 to 6 - SMT. CHANAN KAUR, alias SUSHMA DHIMAN, SMT. GEETANJALI DHIMAN, VISHAL DHIMAN and SMT. JYOTIKA DHIMAN. ASHINANDAN RAI DHIMAN

Balwant Rai Dhiman

SIGNATURE OF THE VENDORS

**SITE PLAN AT HOLDING NO-113, BENARAS ROAD. P.S- GOLABARI.**

**DIST- HOWRAH. H.M.C WARD NO-10. (SCALE-1"=30'-0") SHOWN IN RED □**

**AREA OF LAND- 1B- 8KH- 15CH- 0SFT. (MORE OR LESS)**

**TOTAL RT-S COVD. - 8880 SFT.**

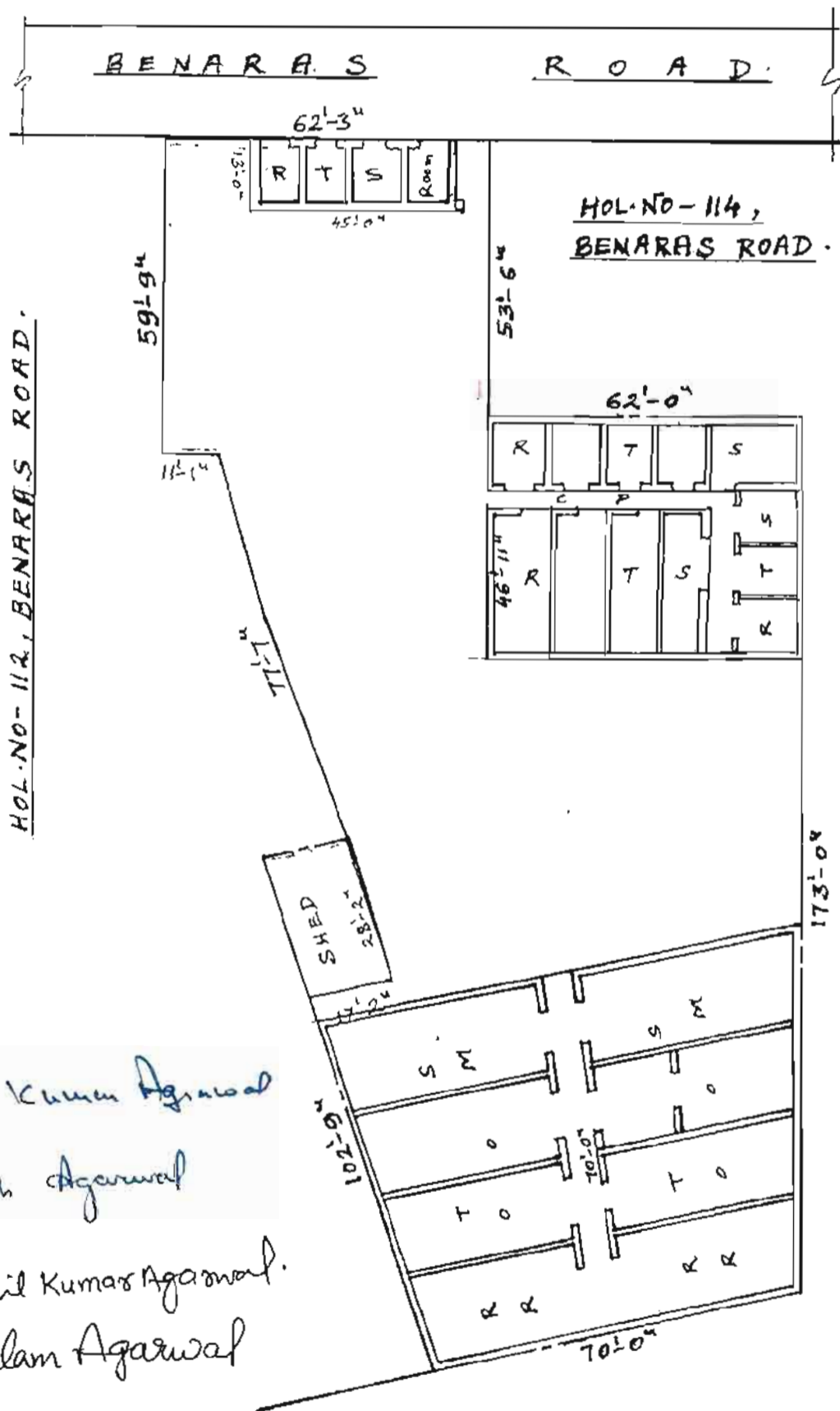
**SOLD AREA: UNDIVIDED 1/4TH SHARE OF TOTAL AREA**

**VENDORS: BALWANT RAI DHIMAN & ORS.**

**PURCHASER - 1) SRI. ARUN KUMAR AGARWAL.**

**2) SRI. SUSHIL KUMAR AGARWAL. 3) SMT. NEELAM AGARWAL.**

**4) SRI. RAJESH AGARWAL.**



HOL-NO-112, BENARAS ROAD.

HOL-NO-114, BENARAS ROAD.

HOL-NO-115, BENARAS ROAD.

Annu Kumar Agarwal

Rajesh Agarwal

Sushil Kumar Agarwal.

Neelam Agarwal

SATYA CHARAN MUKHERJEE.

28/3/2, SITANATH BOSE LANE.

SOUVIK SASMAL (CIVIL ENGINEER) L.B.S. No. 268/CLASS-IT OF H.M.C

TRACED BY- souvik Sasmal.

Balwant Rai Dhiman, Chanan kaur alias Suktina Dhiman, Smt Geetanjali Dhiman, Vishal Dhiman, Smt. Joytika Dhiman, Abhinandan Rai Dhiman for self and on behalf of others as Constituted attorney Balwant Rai Dhiman

SITE PLAN AT HOLDING NO-115, BENARAS ROAD. P.S- GOLABARI.

DIST- HOWRAH. H.M.C WARD NO-10. (SCALE-1"=40'-0") SHOWN IN RED

AREA OF LAND - 1B-5KH-10CH-0SFT. (MORE OR LESS)

GROUND T.V.C.A FLOOR COVD. AREA - 3400+2650+1900 = 7950 SFT.

(R.T-S SHED - 400 SFT)+ 7950 = 8350 SFT. TOTAL COVD.

SOLD AREA= UNDIVIDED 1/4TH SHARE OF TOTAL AREA.

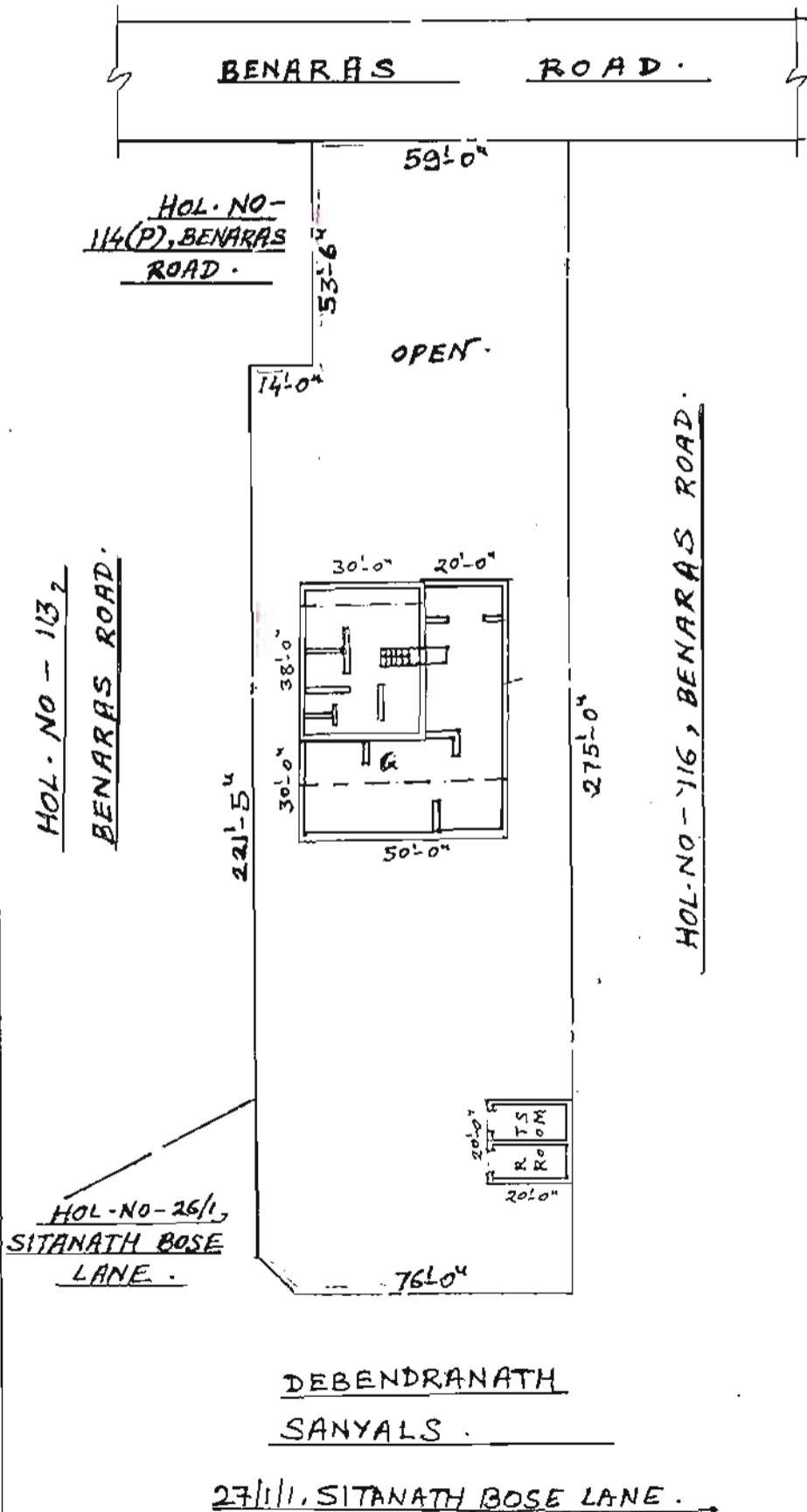
VENDORS:- BALWANT RAJ DHIMAN & ORS.

PURCHASERS: 1. SRI ARUN KUMAR AGARWAL.

2. SRI SUSHIL KUMAR AGARWAL.

3. SMT. NEELAM AGARWAL.

4. SRI RAJESH AGARWAL.



Balwant Rai Dhiman, Charan Kaur alias Sustima  
Dhiman, Smt Geetanjali Dhiman, Vimal Dhiman,  
Smt. Joytika Dhiman, Abhinandan Rai Dhiman for self  
and on behalf of others as Constituted attorney  
Balwant Rai Dhiman

Anur Kumar Agarwal

Rajesh Agarwal

Sushil Kumar Agarwal.

Neelam Agarwal

**SOUVIK SASMAL**  
( CIVIL ENGINEER )  
L.B.S. No 266/CLASS-T  
**OF H.M.C**

TRACED BY- souvik Sasmal.

FORM FOR TEN FINGER IMPRESSION

Page No. \_\_\_\_\_

Sl. No.

Picture & Signature of Executante

Little

Ring

Middle (Right Hand)

Fore

Thumb



Susmit Kumar Agarwal



Little

Ring

Middle (Left Hand)

Fore

Thumb



Signature of

Little

Ring

Middle (Right Hand)

Fore

Thumb



Nidam Agarwal



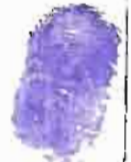
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Signature of

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Balwant Rai Dhimani



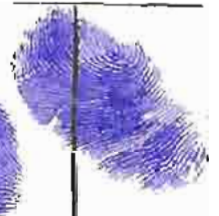
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FORM FOR TEN FINGER IMPRESSION

Page No. \_\_\_\_\_

Sl. No.

Picture & Signature of Executants

Little

Ring

Middle (Right Hand)

Fore

Thumb



Little

Ring

Middle (Left Hand)

Fore

Thumb

Anur Kumar Agarwal



Signature of

Little

Ring

Middle (Right Hand)

Fore

Thumb



Little

Ring

Middle (Left Hand)

Fore

Thumb

Rajesh Agarwal



Signature of

Little

Ring

Middle (Right Hand)

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Little

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Middle (Left Hand)

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**T, R, FORM NO. 7**

( See S. R. 48 )

Additional District  
Registrar, Howrah  
West Bengal

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

1 Name of the Bank & Branch

S. B. I. Howrah

2 (a) Name of the Treasury

(b) Treasury Code

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**BACK DELIVERED**

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 Need of Account

SABR

5 (a) Amount

Rs. 6,04,666/-

(b) In words

Rupees Six lac four thousand  
Six hundred Sixty Six only.

6 By whom tendered Name & Address

Uttam Kr Sr  
Howrah Court

7 Name Designation & Address of the Departmental Office on whose behalf/labour is paid

SRI ARUN KUMAR AGARWAL + Co's  
of 8/1 Mandut Rai Chamania Road, Golabani  
Howrah

8 (a) Particular and Authority of deposit

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

9 Accounts Officer by whom adjustable Accountant General (9A and L)  
West Bengal Verified



Signature of Departmental/Treasury Officer

Depositor's Signature

Arun Kr Agarwal  
for Uttam Kr Sr

Date

Received payment

Treasury-Related Challan No.

Bank Serial Serial No.

27 JUN 2010

Receipt by the Bank Treasury

Dated

Signature with seal of the Bank

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



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

**Endorsement For Deed Number : I - 04029 of 2010**  
**(Serial No. 04453 of 2010)**

**On 27/07/2010**

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

Presented for registration at 17.30 hrs on :27/07/2010, at the Private residence by Sushil Kumar Agarwal , one of the Claimants.

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

Execution is admitted on 27/07/2010 by

1. Balwant Rai Dhiman, son of Late Kishan Chand Dhiman , 169, Perey Road, Whitton Twickenham T W 2 6 J S, United Kingdom, P.O. :- , By Caste Hindu, By Profession : Others
2. Arun Kumar Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah, WEST BENGAL, India, P.O. :- .  
, By Profession : Business
3. Rajesh Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah, WEST BENGAL, India, P.O. :- .  
, By Profession : Business
4. Sushil Kumar Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah, WEST BENGAL, India, P.O. :- .  
, By Profession : Business
5. Neelam Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah, WEST BENGAL, India, P.O. :- .  
, By Profession : Business

Identified By Someshwar Chakraborty, son of . . . , Howrah Court, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

**Executed by Attorney**

Execution by

1. Balwant Rai Dhiman, son of Late Kishan Chand Dhiman , 169, Perey Road, Whitton Twickenham T W 2 6 J S, United Kingdom, P.O. :- By Caste Hindu By Profession: Others,as the constituted attorney of 1. Chanan Kaur alias Sushma Dhiman 2. Geetanjali Dhiman 3. Vishal Dhiman 4. Jyotika Dhiman 5. Abhinandan Rai Dhiman is admitted by him.

Identified By Someshwar Chakraborty, son of . . . , Howrah Court, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

**( Rina Chaudhury )**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**28/07/2010 12:09:00**

**EndorsementPage 1 of 2**



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

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**Endorsement For Deed Number : I - 04029 of 2010**  
**(Serial No. 04453 of 2010)**

---

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 28/07/2010**

**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) = 95007/- ,E = 7/- on 28/07/2010

**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.-8637785/-

Certified that the required stamp duty of this document is Rs.- 604655 /- and the Stamp duty paid as: Impressed and Adhesive Rs.- 0/-

Stamp Paid By SABR

1. Rs. 604666/- is paid, by the SABR number 014112, SABR Date 27/07/2010, Bank Name State Bank of India, HOWRAH, received on 28/07/2010, by Arun Kumar Agarwal & Others 8/1 Hardut Rai Chamarua Road, Golabari,howrah,

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

  
( Rina Chaudhury )

**ADDITIONAL DISTRICT SUB-REGISTRAR**

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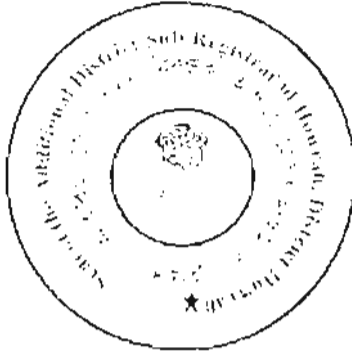
28/07/2010 12:09:00

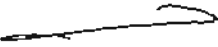
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 18  
Page from 1965 to 1993  
being No 04029 for the year 2010.



  
(Rina Chaudhury) 28 July-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. HOWRAH  
West Bengal

SERIALISED AUTHENTICATED BANK RECEIPT

SABR No : 014112  
001

STATE BANK OF INDIA



Branch Name :

Branch Code :

Date: 27 JUL 2010

4029/10

Certified that a sum of

Rs. 604666/- (Rupees six lac four thousand six hundred and sixty six only) has been paid towards Stamp

Duty by Sri/Smt Arun Kumar Agarwal Esq. residing at 2/1 Hardut Rai Chamarua Road, Golabari, Howrah.

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

Not over Rs. 604666/-

*SSA*

Signature of authorized Officer (S. S. Number: )

SUBRATA SAHA S-18766

*ASB*

Signature of authorized Officer (S. S. Number: )

ASIT KUMAR BHAKAI -B-7975



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

Sushil Kumar Agarwal.

445A

2 4030

17-30  
28/04/10

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached to this document are the part of this document.

A.D.S.R. / Howrah

27 JUL 2010

## DEED OF SALE

THIS DEED OF SALE is made on this 27<sup>th</sup> day of July, Two Thousand Ten BETWEEN (1) **SMT JEETI DHIMAN** wife of Late Prem Dhiman, by faith Hindu, by occupation House Wife, residing at 102-E, B.R.S. Nagar, Ludhiana C/o 16, Panchsheel Vihar, Barewal Road, Ludhiana, Punjab represented by her Constituted ATTORNEY namely MR. BALWANT RAI DHIMAN, Son of Late Kishan Chand Dhiman resident of 169, Percey Road Whitton WICKENHAM TW26JS (U.K.) now residing at 196 Sector 5 Gurgaon, Haryana, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs executors administrators legal representatives and assigns) of the **ONE PART**.

- Sushil Kumar Agarwal.  
V.C.T



2104

- Sushil Kumar Agarwal.



2105

- Neelam Agarwal



2106

Teeti Dhiman  
as Constituted attorney  
Balwant Rai Dhiman



2107

Annu Kumar Agarwal



Additional District  
Sub-Registrar, Howrah

27 JUL 2010

**A N D**

(1) **SRI ARUN KUMAR AGARWAL**, Son of Sri Ramgopal Agarwal & (2) **SRI RAJESH AGARWAL**, Son of Sri Biswanath Agarwal, both by faith Hindu, by occupation Business, both residing at 8/1, Hardut Rai Chamaria Road, P. S. Golabari, Dist. - Howrah (3) **SRI SUSHIL KUMAR AGARWAL**, Son of Sri Kanhiya Lal Agarwal, (4) **SMT. NEELAM AGARWAL**, Wife of Sri Sushil Kumar Agarwal, both by faith Hindu, by occupation Business, both residing at 6/7, New Seal Lane, P. S. Howrah, Dist - Howrah - 1, all Partners of **SHREE BALAJI CONSTRUCTIONS**, a partnership firm having its office at 8/1, Hardut Rai Chamaria Road, P.S. Golabari, Dist. Howrah, jointly called and referred to as **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** One Hukum Chand Budhia, Son of Locknath Budhia, by a registered Deed of Conveyance sold, transferred and conveyed the premises No. 115, Benaras Road, Salkia, P.S. Golabari, District - Howrah



2108

Rajesh Agarwal

Scholarship -  
Admeat  
High Court Calcutta



Additional District  
Sub-Registrar, Howrah

27 JUL 2010

containing an area measuring about 1 Bigha 5 Cottahs 10 Chittacks of Mokorari Mourashi land to (1) Dharam Chand Dhiman (2) Meher Chand Dhiman (3) Keher Chand Dhiman & (4) Kishan Chand Dhiman, all sons of Pandit Tulsiram Dhiman on 28<sup>th</sup> June, 1938 duly registered in the office of the Registrar of Assurance, Calcutta and recorded in Book No. 1, Volume No. 20, Pages 267 to 274 being No. 1372 for the year 1938.

**AND WHEREAS** on the strength of the aforesaid Registered Deed of Conveyance the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman (all since deceased) became the absolute joint owners and occupiers of the **SAID PROPERTY**.

**AND WHEREAS** by virtue of a another Registered Deed of Sale dated 16<sup>th</sup> May, 1949 the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman (all since deceased) ) became the absolute joint owners and occupiers of the property measuring more or less 1 Bigha 8 Cottahs 15 Chittacks of Mokorari Mourashi Bastu land together with structure/building standing thereon

comprised within Municipal Holding No. 113, Benaras Road, Salkia, P.S. Golabari, Dist. Howrah from Mahadeo Prasad and Others and said Deed was registered in the office of Registered of Assurance at Calcutta and recorded in Book No. I, Volume No. 18, Pages 250 to 262, Being No. 1098 for the year 1949.

**AND WHEREAS** on the strength of the afroresaid registered Deed of Sale, the said (1) DHARAM CHAND DHIMAN, (2) MEHER CHAND DHIMAN (3) KEHER CHAND DHIMAN and (4) KISHAN CHAND DHIMAN became the joint absolute owners and occupiers of the SAID PROPERTY.

**AND WHEREAS** the said Dharam Chand Dhiman, Meher Chand Dhiman, Keher Chand Dhiman and Kishan Chand Dhiman being the absolute owners and occupiers of the said property mutated their name in the record of the then Howrah Municipality at present Howrah Municipal Corporation and constructed building and/or structure upon the SAID PROPERTY and also made additional structure, additional alteration therein.



**AND WHEREAS** the said (1) Dharam Chand Dhiman, (2) Meher Chand Dhiman (3) Keher Chand Dhiman and (4) Kishan Chand Dhiman being directors used to carry on their joint family business in different names particularly under the name and style of M/s. D. C. Dhiman & Brothers Pvt. Ltd., hereinafter referred to as the "Said Company".

**AND WHEREAS** eventually one of the creditors of the said Company filed petition being C.P. No. 2 of 1965 against the said Company and the said Company was directed to be wound up by an order dated 7<sup>th</sup> September, 1965 by the Hon'ble High Court at Calcutta and the official liquidator was also directed to take charge of the properties and assets of the "Said Company"

**AND WHEREAS** sometimes in December, 1970 the official liquidator took out a Judges Summons under Section 543(1) of the Companies Act against the Directors of the said Company on the grounds of Misfeasance and by an exparte order dated 7<sup>th</sup> February, 1974 passed in the said Misfeasance proceeding, all the said Directors of the said company and the principal officer namely Banshilal Dhiman were directed to pay to

the Company a sum of Rs. 14,70,948.44 (Rupees Fourteen Lacs Seventy Thousand Nine hundred Forty Eight and Paise Forty Four only) together with interest thereon @ 6% per annum till realization thereof.

**AND WHEREAS** in terms of the decree dated 7<sup>th</sup> February, 1974 the official liquidator took out an application for execution of the said decree passed in C.P. No. 2 of 1965 in connection with the said Company and by an order dated 5<sup>th</sup> December, 1979 passed in the said application by the Hon'ble High Court at Calcutta, the Official liquidator was appointed as Receiver over the premises No. 113 and 115 of the Benaras Road, Salkia, Howrah hereinafter referred to as the "Howrah Property" with the direction that the official liquidator should sell the said properties by public Auction after obtaining direction from the Hon'ble High Court at Calcutta and thus the official liquidator became custodian of the aforesaid HOWRAH PROPERTIES.

**AND WHEREAS** it is very much pertinent to mentioned here that the official assignee of Calcutta by virtue of a Registered Deed of Sale dated 31<sup>st</sup> August, 1984 sold  $\frac{1}{4}$  (one fourth) undivided share of the said

property at Premises No. 115, Benaras Road, Salkia, P.S. Golabari, Dist Howrah in favour of Smt. Usha Dhiman, Smt. Bawi Dhiman and Smt. Parmindar Dhiman (since deceased) and the said Deed was registered in the office of Registrar of Assurance, Calcutta and recorded in Book No. 1, Volume No. 191, Pages 220 to 229, Being No. 11868, for the year 1984.

**AND WHEREAS** it is very much pertinent to mentioned here that the official assignee of Calcutta by virtue of an another Registered Deed of Sale dated 9<sup>th</sup> September, 1987 sold one 1/4<sup>th</sup> undivided share of the said property at Premises No. 113, Benaras Road, Salkia, P.S. Golabari, Dist Howrah in favour of Smt. Usha Dhiman, Smt. Bawi Dhiman and Smt. Parmindar Dhiman (since deceased) and the said Deed was registered in the office of Registrar of Assurance, Calcutta and recorded in Book No. 1, Volume No. 210, Pages 400 to 410, Being No. 9364, for the year 1987.

**AND WHEREAS** in view of the facts and circumstances as aforesaid, the said Meher Chand Dhiman, Keher Chand Dhiman and Kishan Chand Dhiman (all since deceased) became owners of the

property jointly having  $3/4^{\text{th}}$  undivided and undemarcated share of the property at Premises No. 113 & 115, Benaras Road, Salkia, P.S. Golabari, Dist. Howrah.

**AND WHEREAS** Meher Chand Dhiman died on 25.04.1985 leaving behind surviving his only son namely Gurudev Dhiman and two married daughters namely Vidya Sharma and Smt. Kaushlya Sharma and they were the joint owners of the said Howrah property having undivided  $1/4^{\text{th}}$  share therein.

**AND WHEREAS** Kehar Chand Dhiman died on 09.02.1991 leaving behind surviving his two sons namely Madan Lal Dhiman and Prem Dhiman. The said Prem Dhiman died on 03.05.1998 leaving behind surviving his only heir his wife namely Smt. Jeeti Dhiman having undivided  $1/8^{\text{th}}$  share in the said property.

**AND WHEREAS** Kishan Chand Dhiman died on 04.04.1991 leaving behind surviving his three sons namely Balwant Rai Dhiman, Jaswant Rai Dhiman and Kulwant Rai Dhiman and one daughter namely Sushma Chandar Kaur. It is pertinent to mention here that said Jaswant Rai Dhiman died on 24.01.2008 leaving behind

surviving his only heir namely his wife, Smt. Jyotika Dhiman and his son Abhinandan Rai Dhiman. The said Kulwant Rai Dhiman died on 26.06.1997 leaving behind surviving his only heir namely his wife, Smt. Geetanjali Dhiman and his son Vishal Dhiman and as such Balwant Rai Dhiman, Smt. Chanan Kaur alias Sushma Dhiman, Geetanjali Dhiman, Vishal Dhiman, Jyotika Dhiman and Abhinandan Rai Dhiman, the Vendors herein became the joint owners of the said Howrah property having jointly undivided 1/4<sup>th</sup> share therein.

**AND WHEREAS** it is also pertinent to mentioned that applications being Company Application No. 51 of 2010 and Company Application No. 52 of 2010 and another application being Company Application No. 683 of 2008 preferred by the other co-owners of the said property having undivided 3/4<sup>th</sup> share therein, for releasing the said 3/4<sup>th</sup> share of the property from attachment and upon hearing the said applications the Hon'ble High Court at Calcutta by order dated 15<sup>th</sup> March, 2010 directed payment of Rs. 62 Lacs to satisfy the said misfeasance decree and accordingly as per order of the Hon'ble High Court Calcutta dated 15<sup>th</sup> March, 2010 and further order dated 7<sup>th</sup> April, 2010, the entire

amount of Rs. 62 Lacs has been paid to the Official Liquidator within time as per direction of the Hon'ble High Court Calcutta and accordingly the said 3/4<sup>th</sup> share in the properties mentioned in the schedule stands released from attachment.

**AND WHEREAS** the Vendor has agreed to sell the said Howrah property having undivided 1/8<sup>th</sup> share therein as morefully and more particularly described in the Schedule 'A' & 'B' hereunder at an total consideration of **Rs. 42,50,000/-** and the purchasers herein have agreed to purchase the same at the said price and it is declared and confirmed by the Vendor that the said property as per Schedule 'A' and 'B' written hereunder are free from any encumbrances, liens attachments lispendences, etc. and the Vendor has full power, right and authority to sell the same to the purchasers.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1) In pursuance of the said Agreement and in consideration of said sum of **Rs. 42,50,000/-** (Rupees Forty Two Lacs Fifty Thousand only) out of which the

purchaser herein have already paid Rs. 7.75 Lacs (Rupees Seven Lacs Seventy Five Thousand only) at the time of Agreement for Sale and the balance consideration amount of Rs. 34.75 Lacs (Rupees Thirty Four Lacs Seventy Five Thousand only) is paid by the purchasers to the Vendor at or immediately before the execution of these presents (the receipt of which Vendor do hereby acknowledges and admit as per memo of consideration written hereunder) and of and from the same forever acquit, release, exonerate and discharge the purchasers and every part of the said property (more fully described in the schedule written hereunder) the vendor doth by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the purchasers ALL THAT the said undivided 1/8<sup>th</sup> share or interest of the vendor in the said premises No. 113 & 115, Benaras Road, Howrah-711 106, fully mentioned and described in the schedule A and B hereunder written and delineated in the map and plan annexed hereto, TOGETHER WITH proportionate share in the land or ground whereupon or on part whereof the same is erected and built together with all houses, outhouses, or other buildings, erections, fixtures, walls, yards, courtyards and other liberties, easements, fixtures, walls, yards, courtyards and other

liberties, easements, privileges, appendages, and appurtenances whatsoever to the said property or any part thereof, AND all the estate, right, title inheritance, use, property claim and demand whatsoever both at law and in equity of the vendor into and upon the said property or any part thereof AND all deed, pattahs, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in custody, power or possession of the vendor, **TO HAVE AND TO HOLD**, the interest of the Vendor in the said property AND every part thereof hereby granted, sold, conveyed and transferred or expressed or intended so to be with all their respective rights and appurtenances unto and to the use of the purchasers forever AND the vendor hereby covenants with the purchasers that the vendor have not created any encumbrance or charge on the property whatsoever.

**THE VENDOR DOTHS HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:**

1. That notwithstanding any act, deed or thing whatsoever, by the vendor or by any of their predecessors in title done or executed or knowingly suffered to the contrary, the vendor had at all material times hereto



before and now has good right, full power, and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure their respective interest in the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be to the use of the purchasers.

2. That the purchasers shall at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof without any hindrance and interruption or any lawful eviction, disturbance, claim or demand whatsoever from the Vendor or any person or persons from or under any of them.

3. That free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claim, charges, liens, debts, attachments made or suffered by the Vendor but restricted to the share of the Vendor.

4. That the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever under any of them in the said property or any part thereof, shall from time to time and all times hereafter at

the request and costs of the purchasers, assign, execute or cause to be done and executed all such acts, deed and things whatsoever for further or better and more perfectly assuring the said purchasers and every part thereof unto and to the use of the purchasers according to the true intent and meaning of these presents as shall or may be reasonably required but restricted to the share of the Vendor.

**5. The Vendor herein have handed over possession of the portion in their occupation in the said premises to the purchasers.**

**SCHEDULE - 'A' ABOVE REFERRED TO**

ALL THAT undivided 1/8<sup>th</sup> share in piece and parcel of Mourashi Mocarari land measuring 1 Bigha 5 Cottahs and 10 Chittacks be the same little more or less being Premises No. 115, Benaras Road, P.S. Golabari, within the Municipal limits of area of Howrah Municipal Corporation, in the District of Howrah, with all pucca structures measuring **7950 square feet**, trees, easements, appurtenances, drains, sewers and butted and bounded as follows:-

ON THE NORTH : By the Benaras Road.

ON THE SOUTH : By the Debendranath Sanyal's land.

ON THE EAST : By the Debendranath Sanyal's land.

ON THE WEST : By the land of Jadunath Bhattacharya,  
Ganganarain Shiromoni (now in possession  
of Astagiri Sadkhan).

**SCHEDULE - 'B' ABOVE REFERRED TO**

ALL THAT undivided 1/8<sup>th</sup> share in piece and parcel of  
Mourashi Mocarari land measuring 1 Bigha 8 Cottahs  
and 15 Chittacks be the same little more or less being  
Premises No. 113, Benaras Road, P.S. Golabari, within  
the Municipal limits of area of Howrah Municipal  
Corporation, in the District of Howrah, with all R.T.  
structures measuring **8880 square feet**, trees,  
easements, appurtenances, drains, sewers and butted  
and bounded as follows :-

ON THE NORTH : By Benaras Road, and partly by the  
house of Netai Chandra Ghosh.

ON THE EAST : By the Premises No. 115, Benaras  
Road.

ON THE WEST : By the Land of Ganesh Chandra  
Bhattacharya,  
the grandson of Ganga Narain  
Shiromoni.

ON THE SOUTH : By the pucca building.

**IN WITNESSES WHEREOF** the parties have hereunto to set subscribed their respective hands and seals on the day month and year first above written

**WITNESSES**

1. Rajdeep Talukdar.  
6/7, New Sealdane  
Howrah-71101.

**JEETI DHIMAN**, represented by her Constituted **ATTORNEY** -

*Balwant Rai Dhiman*

**MR. BALWANT RAI DHIMAN.**  
SIGNATURE OF THE VENDOR

2. Atma Ram Agarwal  
8/1 Haridul Rai Chais Rd  
Howrah-71101

*Annu Kumar Agarwal*

*Reyesh Agarwal*

*Susmit Kumar Agarwal.*

*Neelam Agarwal*

SIGNATURE OF THE PURCHASERS

Drafted by me and prepared in my office.

*Swapan K. Chatterjee*

Advocate

Printed by :-

*Ranjan Banerjee*

Ranjan Banerjee.  
Howrah Civil Court.

**MEMO OF CONSIDERATION**

<u>Name of the Bank &amp;</u> <u>Branch</u>	<u>Cheque No. /Cash and</u> <u>date</u>	<u>Amount</u>
Corporation Bank of Howrah.	Pay Order No. 782737 Dated : 27-07-2010	31,47500.00
Advance .....		7,75000.00
	Tax dues to be paid by the Purchasers	77500.00
	Cash dated	2,50,000.00
	<b>TOTAL - Rs.</b>	<b>42,50,000.00</b>

(Rupees Forty Two Lac and fifty thousand) only.

**WITNESSES**

1. Rajdeep Talukdar.  
G/7, New Seal Lane  
Howrah - 711101.

2. Atma Ram Agarwal  
811 Hardul Raichandol  
Howrah - 711101

**JEETI DHIMAN**, represented by  
her Constituted **ATTORNEY** -

*Balwant Rai Dhiman*

**MR. BALWANT RAI DHIMAN.**  
SIGNATURE OF THE VENDOR

T. R. FORM NO. 7

( See S. A. 48 )

Addin 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*

2 (a) Name of the Treasury

(b) Treasury Code 

--	--	--

3 Account Code 

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

(14 Digits must be filled up properly)

4 Detail Head of Account *SAR*

5 (a) Amount Rs. *3,16,698/-*

(b) In words *Rupees Three lac sixteen thousand six hundred ninety eight only.*

6 By whom tendered Name & Address *Ullas K. S. Howrah Court*

7 Name Designation & Address of the Departmental Office on whose behalf/favour is paid *SRI ARUN KUMAR AGARWAL + son of S/1 Hardut Rai Chamatia Road, Golabari Howrah*

8 (a) Particular and Authority of deposit  
(b) T. V. No. & Date of A. C. Bill

9 Accounts Officer by whom adjustable Accountant General (9A and L) West Bengal Verified



Signature of Departmental/Treasury Officer Depositor's Signature

*Arjun K. Agarwal for Ullas K. S.*

Date Received payment

Treasury Receipt Challan No. Bank Scroll Serial No.

Receipt by the Bank Treasury Dated

Signature with seal of the Bank




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

SERIALISED AUTHENTICATED BANK RECEIPT

SABR No. : 014111  
001

STATE BANK OF INDIA

4030/100 

Branch Name : \_\_\_\_\_

Branch Code : \_\_\_\_\_

Date: 27 JUL 2010

Certified that a sum of

Rs. 316698/- (Rupees Three lac sixteen thousand  
ninety eight only) has been paid towards Stamp

Duty by Sri/Smt Asim Kumar Agarwal Esq.

residing at 8/1 Hardul Rai Chamarua Road,  
Golabari, Howrah,

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

Not over Rs. 316698/-

*SSA*

Signature of authorized Officer  
(S. S. Number: \_\_\_\_\_ )

*ASIT*

Signature of authorized Officer  
(S. S. Number: \_\_\_\_\_ )

ASIT KUMAR BHALLA  
B-7975

SUBRATA SAHA  
S-18756



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

*Susmit Kumar Agarwal*

**SITE PLAN AT HOLDING NO-113, BENARAS ROAD. P.S-GOLABARI.**

DIST-HOWRAH. H.M.C WARD NO-10. (SCALE-1"=30'-0") SHOWN IN RED

AREA OF LAND-1B-8KH-15CH-0SFT. (MORE OR LESS)

TOTAL RT.S COVD. - 8880 SFT.

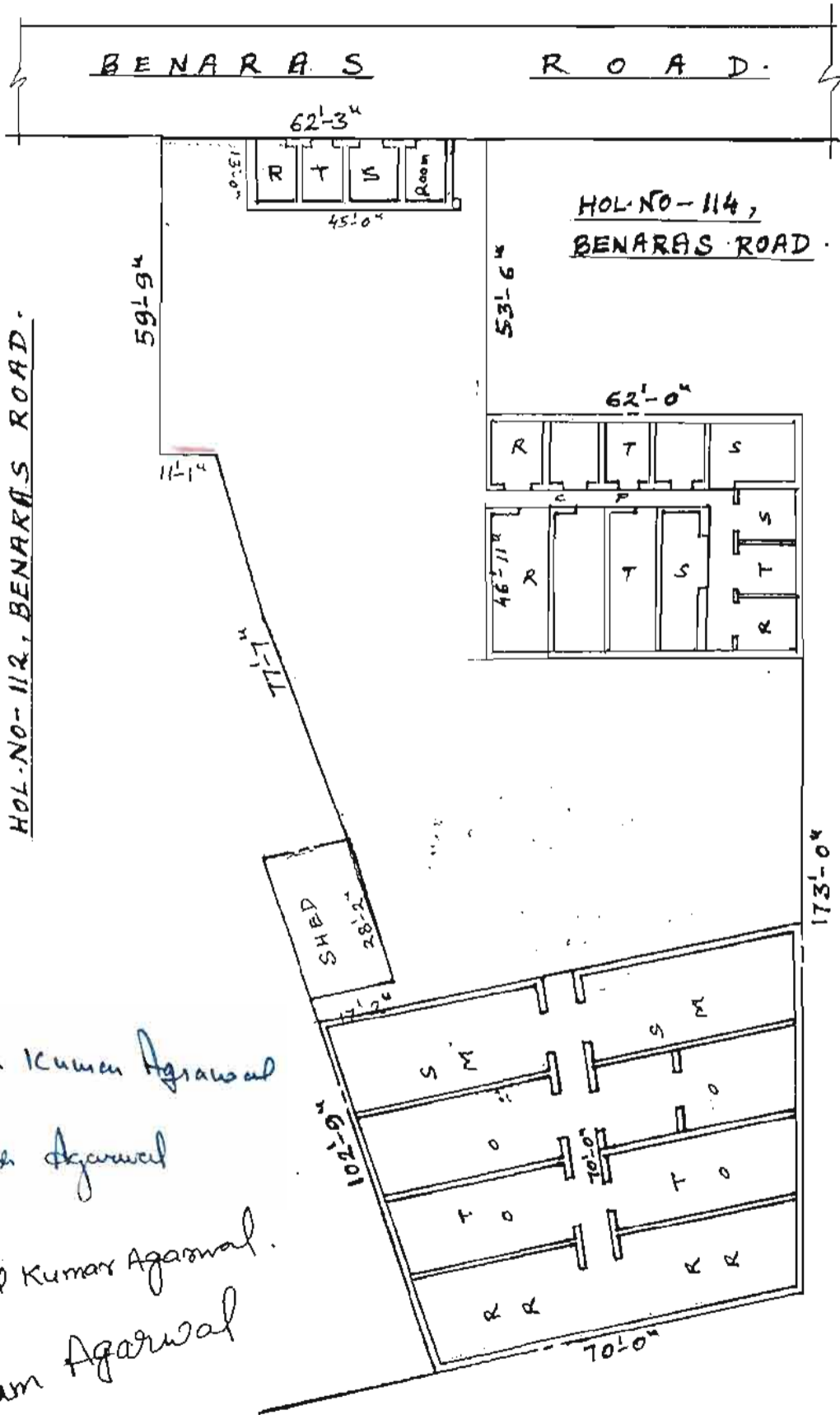
SOLD AREA: UNDIVIDED 1/8TH SHARE OF TOTAL AREA.

VENDOR: SMT DEEPTI DHIMAN.

PURCHASER - 1) SRI. ARUN KUMAR AGARWAL.

2) SRI. SUSHIL KUMAR AGARWAL. 3) SMT. NEELAM AGARWAL.

4) SRI. RAJESH AGARWAL.



*Arun Kumar Agarwal*  
*Rajesh Agarwal*  
*Sushil Kumar Agarwal*  
*Neelam Agarwal*

*Teeli Dhiman*  
*as Constituted attorney*  
*of*  
*Balwant Rai Dhiman*

SATYA CHARAN MUKHERJEE.

28/3/2, SITANATH BOSE LANE.

**SOUVIK SASMAL**  
 (CIVIL ENGINEER)  
 L.B.S. No. 268/CLASS-I  
**OF H.M.C**

TRACED BY- *souvik sasmal.*



SITE PLAN AT HOLDING NO-115, BENARAS ROAD. P.S- GOLABARI.

DIST-HOWRAH. H.M.C WARD NO-10. (SCALE-1"=40'-0") SHOWN IN RED

AREA OF LAND - 1B-5KH-10CH-0SFT. (MORE OR LESS)

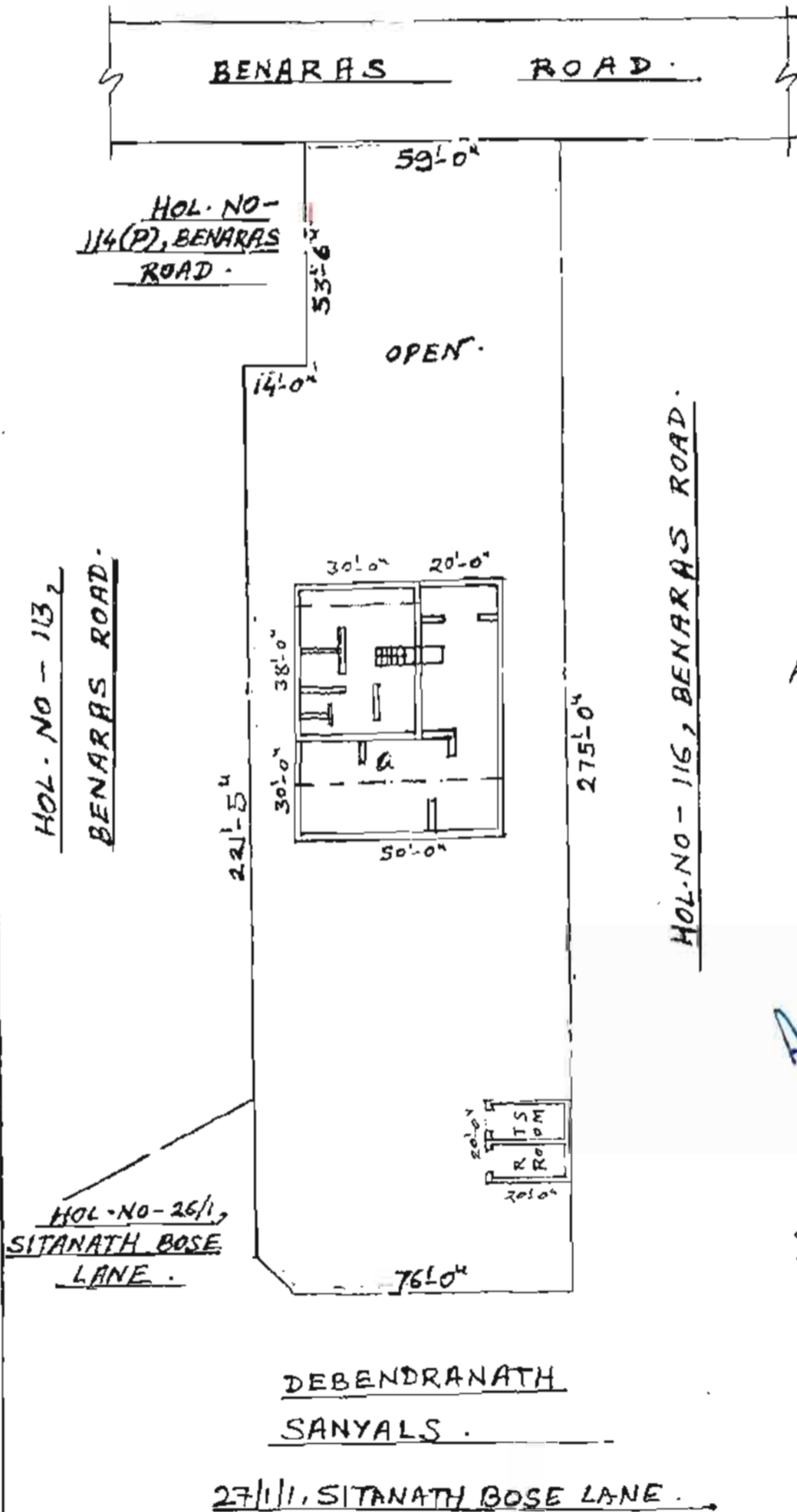
GROUND FLOOR COVD. AREA - 3400+2650+1900 = 7950 SFT.

(R.T.S SHED - 400 SFT)+ 7950 = 8350 SFT. TOTAL COVD.

SOLD AREA= UNDIVIDED 1/8TH SHARE OF TOTAL AREA

VENDOR: SMT. JEETI DHIMAN.

- PURCHASERS:-
1. SRI ARUN KUMAR AGARWAL.
  2. SRI SUSHIL KUMAR AGARWAL.
  3. SMT. NEELAM AGARWAL.
  4. SRI RAJESH AGARWAL.



*Jeeti Dhiman  
as Constituted attorney,  
Belwant Rai Dhiman*

*Annu Kumar Agarwal  
Rajesh Agarwal  
Sushil Kumar Agarwal  
Neelam Agarwal*

**SOUVIK SASMAL**  
( CIVIL ENGINEER )  
L.B.S. No 266/CLASE-11  
**OF H.M.C**

TRACED BY- souvik Sasmal.

Sl. No.

Picture & Signature of Executants      Little      Ring      Middle (Right Hand)      Fore      Thumb



Susmit Kumar Agarwal

Little	Ring	Middle (Left Hand)	Fore	Thumb

Signature of      Little      Ring      Middle (Right Hand)      Fore      Thumb



Neelam Agarwal

Little	Ring	Middle Left Hand	Fore	Thumb

Signature of      Little      Ring      Middle Right Hand      Fore      Thumb



Balwant Rai Sharma

Little	Ring	Middle Left Hand	Fore	Thumb

FORM FOR TEN FINGER IMPRESSION

Page No. \_\_\_\_\_

Sl. No.

Picture & Signature of Executants

Little

Ring

Middle (Right Hand)

Fore

Thumb



Anur Kumar Agarwal



Little

Ring

Middle (Left Hand)

Fore

Thumb



Signature of

Little

Ring

Middle (Right Hand)

Fore

Thumb



Rajesh Agarwal



Little

Ring

Middle Left Hand

Fore

Thumb



Signature of

Little

Ring

Middle Right Hand

Fore

Thumb

Little

Ring

Middle Left Hand

Fore

Thumb



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

**Endorsement For Deed Number : I - 04030 of 2010**  
**(Serial No. 04454 of 2010)**

**On 27/07/2010**

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

Presented for registration at 17.30 hrs on :27/07/2010, at the Private residence by Sushil Kumar Agarwal , one of the Claimants.

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

Execution is admitted on 27/07/2010 by

1. Arun Kumar Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah,  
WEST BENGAL, India, P.O. :- .  
, By Profession : Business
2. Rajesh Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah,  
WEST BENGAL, India, P.O. :- .  
, By Profession : Business
3. Sushil Kumar Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah,  
WEST BENGAL, India, P.O. :- .  
, By Profession : Business
4. Neelam Agarwal  
Partner, Shree Balaji Construction, 8/1, Hardut Rai Chamaria Rd., Thana:-Golabari, District:-Howrah,  
WEST BENGAL, India, P.O. :- .  
, By Profession : House wife  
  
Identified By Someshwar Chakraborty, son of - - -, Howrah Court, Thana:-Howrah, District:-Howrah,  
WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

**Executed by Attorney**

Execution by

1. Balwant Rai Dhiman, son of Late Kishan Chand Dhiman , 196 Sector 5, District:-Gurgaon, HARYANA,  
India, P.O. :- By Caste Hindu By Profession: Others,as the constituted attorney of Jeeti Dhiman is  
admitted by him.  
  
Identified By Someshwar Chakraborty, son of - - -, Howrah Court, Thana:-Howrah, District:-Howrah,  
WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 28/07/2010**

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

28/07/2010 12:13:00

EndorsementPage 1 of 2



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

**Endorsement For Deed Number : I - 04030 of 2010**  
**(Serial No. 04454 of 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) = 49753/- ,E = 7/- on 28/07/2010

**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.-4523356/-

Certified that the required stamp duty of this document is Rs.- 316645 /- and the Stamp duty paid as: Impressed and Adhesive Rs.- 0/-

Stamp Paid By SABR

1. Rs. 316698/- is paid, by the SABR number 014111, SABR Date 27/07/2010, Bank Name State Bank of India, HOWRAH, received on 28/07/2010, by Arun Kumar Agarwal & Others 8/1,hardut Rai Chamaria Road, Golabari,howrah.

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Rina Chaudhury )  
ADDITIONAL DISTRICT SUB-REGISTRAR

28/07/2010 12:13:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 18  
Page from 1937 to 1964  
being No 04030 for the year 2010.



(Rina Chaudhury) 28 July-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. HOWRAH  
West Bengal