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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

E 941564

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

Additional Sub Registrar
Sealdah

DEED OF SALE

THIS INDENTURE is made on this 17th day of April, 2012 (Two Thousand Twelve) BETWEEN 1) Sri SAIBAL KR. DAS, son of Late Abanindra Nath Das, by faith Hindu, by occupation Service residing at present 25A & 25B, Biswas Nursery Lane, P.S. Beliaghata, Kolkata - 700085 2) Mrs. CHHABI CHANDA wife of Sri Nalini Ranjan Chanda also daughter of Late Abanindra Nath Das, by faith Hindu, by occupation Housewife residing at present 141 Powergrid Residency, Sector 21C, Faridabad, Haryana; also at 25B, Biswas Nursery Lane, P.S./Beliaghata, Kolkata-700085 3) Sri ANAMITRA GHOSH son of Late Ajit Kumar Ghosh and Late Kalyani Ghosh, also grandson of Late Upendra Nath Das, by occupation Service, 4) Miss KAMALA DAS unmarried daughter of Late Upendra Nath Das by occupation house-hold work, by faith Hindu, hereinafter all of them (i.e. Sl. No. 1 to 4) called and referred to as the "VENDORS" (which terms or expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, legal representatives and assigns) of the FIRST PART.

Self Attested
For G. ENTERPRISE
Proprietor

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17/04/2012

AND

SMT. MANISHA CHOWDHURY, @ Gita Chowdhury, wife of Sri Chandra Sekhar Chowdhury, by occupation business, by faith Hindu, residing at present 16/1/C, Biswas Nursery Lane, Kolkata-700085 P.S. Beliaghata, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context mean and include her heirs, executors, legal representatives and assigns) of the **SECOND PART**.

AND

(1) **SMT. PAMPA BANERJEE**, wife of Sri Sanjay Banerjee, residing at 42/A, Malanga Lane, P.S. Bowbazar, Kolkata-700012, (2) **SMT. TAPASI GHOSH** wife of Sri Gobinda Ghosh, residing at 1/1A, Srinath Das Lane, P.S: Bowbazar, Kolkata-700012, hereinafter all of them called as CONFIRMING PARTIES (which terms are expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, legal representatives and the assigns of the **THIRD PART**).

AND WHEREAS one Sudha Hasini Das widow of Late Upendra Nath Das since deceased, purchased the land and structure of the 3(three) premises namely (1) Premise No. 25A vide Book No. I, Volume No.26, Pages 71-83, Being No.883, for the year 1942(17.06.1942), (2) Premise No. 25/1 vide Book No. I, Volume No. 36, Pages 278-287, Being No. 2137, for the year 1939(03.10.1939) and (3) Premise No.25B vide Book No. I, Volume No. 37, Pages 131-147, Being No.1650, for the year 1937(03.07.1937) respectively and all those Deeds Registered in S.R.O. Sealdah of Biswas Nursery Lane Kolkata-700085.Said Sudha Hasini Das got her name mutated with respect to the said 3(three) premises in the record of the K.M.C. and was in exclusive possession thereof and paid the Municipal Rates and Taxes regularly. Now the present owners with the approval of the K.M.C. got amalgamated the said three lands of the said three premises into one as and upon amalgamation the K.M.C. had allotted the Premises No. 25A, Biswas Nursery Lane, Kolkata-700085 instead of the three Premises No.25A, 25/1, and 25B, Biswas Nursery Lane, Kolkata-700085.The measurement of the said amalgamated Premises No. 25A, Biswas Nursery Lane,Kolkata-700085 stands recorded as 4 G. tahs 6 Chattaks 25 Sq. Fts. partly with 100 years old structure in dilapidated condition therein as stated above

Self Attested
 For **G. ENTERPRISE**
Manisha Chowdhury
 Proprietor

AND WHEREAS said Sudha Hasini Das died intestate leaving behind her Three Sons and Two Daughters as legal heirs namely (1) Abanindra Nath Das, (2) Akhilendra Nath Das, (3) Nikhilendra Nath Das (4) Smt. Kalyani Das nee Smt. Kalyani Ghosh, and (5) Miss Kamala Das who stepped into the shoes of said Sudha Hasini Das and became the joint owners of the aforesaid 3(three) premises.

AND WHEREAS, subsequently the said 2(two) sons of Sudha Hasini Das namely Nikhilendra Nath Das and Akhilendra Nath Das died intestate on 17.05.2004 and 16.06.1994 respectively as bachelors and in accordance with the provisions of Hindu Succession Act and on the demise of Nikhilendra Nath Das and Akhilendra Nath Das their undivided $2/5^{\text{th}}$ share devolved upon their aforesaid one brother and two sisters namely Abanindra Nath Das, Smt. Kalyani Ghosh and Miss Kamala Das and thereby they became the joint owners of the said 3 premises each having undivided $1/3^{\text{rd}}$ share.

AND WHEREAS subsequently on 29.10.2005 said Abanindra Nath Das died intestate leaving behind him his only son Saibal Kumar Das and one daughter namely Chhabi Chanda and his wife pre-deceased to her as his legal heirs who stepped into the shoes of Abanindra Nath Das and became the joint owners of the share of Abanindra Nath Das to the extent of $1/3^{\text{rd}}$ share in the said 3(three) premises.

AND WHEREAS thereupon the said Kalyani Ghosh nee Das wife of Late Ajit Kumar Ghosh one of the daughters of Late Sudha Hasini Das died intestate on 13.01.2012 after leaving behind her only son Sri Anamitra Ghosh as legal heirs in place of his mother Kalyani Ghosh and Sri Anamitra Ghosh inherited the undivided $1/3^{\text{rd}}$ share of Kalyani Ghosh in the said 3 premises. At present the said Saibal Kumar Das and Chhabi Chanda have their undivided $1/3^{\text{rd}}$ share in the said 3 premises and Anamitra Ghosh only son of Kalyani Ghosh have become the joint owners of the said 3 premises to the extent of undivided $1/3^{\text{rd}}$ share and Miss Kamala Das unmarried daughter of Upendra Nath Das and Sudha Hasini Das became the owners of the said 3 premises to the extent of undivided $1/3^{\text{rd}}$ share.

Self Attested
 For G. ENTERPRISE
 Minish Chandra
 Proprietor

AND WHEREAS the aforesaid heirs of Sudha Hasini Das upon becoming owner of the aforesaid 3 premises they got their names mutated in the records of the Kolkata Municipal Corporation and they have been paying regularly the municipal rates and taxes to the Municipal Authority.

AND WHEREAS subsequently the aforesaid Vendors applied before the K.M.C. for amalgamation of the said 3 premises into one and the said application was duly considered by the K.M.C. and thereupon the K.M.C. has amalgamated the said 3 premises into 1 by allotment of premise No.25A, Biswas Nursery Lane and further suggested Assessee number for the said amalgamated Premises as Assessee No. 11-035-02-0034-4.

AND WHEREAS the Vendors herein having become the owners of the said amalgamated premises No.25A, Biswas Nursery Lane, Kolkata-700085 have been in joint possession of the said amalgamated premises by exercising all their right of ownership.

AND WHEREAS the vendors at present have intended to dispose of the said land and tin shade structure of the said amalgamated premises being No. 25A, Biswas Nursery Lane, Kolkata-700085 in favour of any buyer/buyers.

AND WHEREAS the purchaser herein having comes to know of such desire of the vendors approached the vendors to purchase the said land and structure of the said amalgamated premises No. 25A, Biswas Nursery Lane, Kolkata-85 by making payment to the Vendors the amount of consideration of Rs. 41,00,000/- (Rupees Forty One Lakh only) and the said amount of consideration was accepted by the Vendors to be the highest present market price of the said land and structure of the said amalgamated premises No. 25A, Biswas Nursery Lane, Kolkata-85 at present after such amalgamation the existence of premises No. 25/1, & 25/B, Biswas Nursery Lane, extinguished and the said land of the said 2 premises merged with premises No. 25A, Biswas Nursery lane, Kolkata-85 And at

Sell A Hersted
 For G. ENTERPRISE
Minisha Choudhary
 Proprietor

present after save & escape the measurement of the land of the said three premises jointly comes to 4 Katta 6 Chattaks 25 Sft.(more or less).

AND WHEREAS the said amount of consideration was accepted by the vendors and thereby the vendors agreed to sell the said land and structure of the said premises No.25A,Biswas Nursery Lane in favour of the purchaser herein by accepting from the purchaser the said agreed amount of consideration of Rs.41,00,000/-.

AND WHEREAS the purchaser on or before the date of execution and registration of this Indenture of Sale has paid to the Vendors the full amount of consideration and the Vendors have acknowledged the receipt of payment of the said amount of consideration through these presents as per Memo of Consideration below and the Vendors upon receipt of the said amount of consideration as per Memo of Consideration below have executed and registered this Indenture of Sale and simultaneously with the execution and registration of this Indenture of Sale have delivered possession and constructive possession of the land and structure of the said premises in favour of the purchaser herein. It is pertinent to mention here that the existing structure of the said premises became very much unsafe and was a one storied structure in dilapidated condition. The vendors have disposed of in favour of the purchaser the said property at present, after save and escape it measuring about 4 Cottahs 6 Chattaks 25 Sft(more or less). The amount of consideration has been settled of the land and structure of the said amalgamated premises being No.25A, Biswas Nursery Lane, on the basis of said actual measurement of the said amalgamated premises No. 25A, Biswas Nursery Lane, Kolkata-85, which is measuring about 4 Cottahs 6 Chattaks 25 Sft.(more or less). It is further pertinent to mention here that the vendors previously entered into one agreement for sale with the confirming party herein and the vendors accepted from the confirming party the amount of earnest money from the confirming party to the amount of Rs.13,50,000/-. The confirming party subsequently did not incline to purchase the said property and he agreed to relinquish all his right title and

Self Attest
 For G. ENTERPRISE
 Monish Chandra
 Proprietor

interest under the said Agreement for Sale dated 14.03.2008 in favour of the Purchaser herein on getting back the amount of earnest money of Rs.13,50,000/- as was paid by the Confirming party to the vendors. The Purchaser herein has returned back the said amount of earnest money of Rs. 13,50,000/- to the confirming party on behalf of the vendors and the said amount as has been returned back to the confirming party by the purchaser has and the said amount of Rs.13,50,000/- been deducted by the vendors from the total amount of consideration. The confirming party having received the said sum of Rs.13,50,000/- from the purchaser herein has cancelled the said Agreement for Sale dated 14.03.2008 and has further relinquished all the right, title and interest of the confirming party and he has bequeathed his relinquishment all of his right, title and interest in the said Agreement for Sale and also over the said property by becoming confirming party in this Deed and also by putting his signature in this Deed as confirming party.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs.41,00,000/- (**Rupees forty one lakh**) only paid by the purchaser to the vendors as per Memo of Consideration below and the Vendors have acknowledged the receipt of payment of the said amount of consideration through these presents and thereby the vendors have hereby sold, transferred, granted, conveyed, assigned and assured the said property detailed in Schedule below **AND ALSO ALL THAT** the right title interest of the vendors unto and upon the property hereditaments messages and premises or any part thereof **HOWSOEVER OTHERWISE** the said property now are or is or heretofore were or was situated, butted and bounded called known numbered, described or distinguished **TOGETHER WITH** all easemetary right over the said property sold and transferred covered areas and open spaces therein and also all related easement in respect thereof and all common amenities and facilities now available and/ or become available in future in the said property more fully described in the Schedule hereunder written **TOGETHERWITH** the right to have the said property **AND TOGETHER WITH** all and all manner of former and other rights, lights, liberties,

self Attested
For G. ENTERPRISE
Munish Chandra
 Proprietor

advantages, easements, privileges, emoluments, appendages and appurtenances, whatsoever to the said property belonging or in any way appertaining or usually held or occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion or reversions remainder or remainders AND the rents, issues and profits thereof and every part thereof AND all the estate right, title, interest claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property or any part or parts thereof TOGETHERWITH true and correct copies of all deeds, pattahs, muniments writings and evidences of title relating to the said property or any part or parcel thereof which are now or hereafter shall or may be in the custody power or possession of the Vendors or which the vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property AND ALL AND SINGULAR hereby granted conveyed and transferred or expressed or intended so to be and every part thereof together with all its rights, titles and appurtenances unto and to the use of the purchaser absolutely and forever and free from all encumbrances AND the Vendors/Owners doth hereby covenant with the Purchaser (1) THAT notwithstanding any act deed matter or thing by the vendors done or executed or suffered to the contrary, the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled as an estate equivalent to an absolute estate of inheritance in free simple in possession to the said property and every part thereof AND (2) THAT notwithstanding as aforesaid the Vendors, being acted themselves now hath in themselves good right full power absolute authority and indefeasible title to grant convey sell transfer assign and assure ALL THAT SINGULAR the said shop property hereby granted conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid according to the true intent and meaning of these presents AND (3) THAT the purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part thereof without any trouble hindrance erection interruption disturbance claim and demand whatsoever from or by the

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 For G. ENTERPRISE
 Mairish Audrey
 Proprietor

Vendors and all person claiming from under or in trust for the Vendors AND (4) THAT the vendors and all persons having or claiming any estate right, title, interest property claim and demand whatsoever both at law and in equity into and upon the said property hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such assurances acts deed matters and things for further better and more effectually granting selling transferring or assuring the said property and every part or parcel thereof unto and to the use of the Purchaser as shall or may be reasonably required. The vendors have liquidated all arrear amounts of municipal rates and taxes and from the date of purchase of the property the purchaser shall pay the municipal rates and taxes to the municipal authority.

THE PURCHASER DO HEREBY COVEANTS WITH THE VENDORS/OWNERS AS FOLLOWS:

1. With effect from the date of these presents the Purchaser is liable to pay proportionate share of all municipal rates and taxes of the said property.
2. The Purchaser shall be entitled to effect mutation of his/their names as owners of the said property in the records of the Kolkata Municipal Corporation and other authorities at his own costs within the reasonable time from the date hereof and the Vendors and all persons coming through agree to record and give their unqualified consent for the same.
3. It is agreed upon in between the parties that the amount of consideration has been settled up taking the actual measurement of the land and structure and it has been confirmed as 4 Kattha 6 Chattiaks 25 Sft. which has been more delineated in the enclosed Site Plan marked in Red Border and it is a part and parcel of this Sale Deed.

Sell Order
For G. ENTERPRISE

Mishra Sudhakar
Proprietor

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land measuring about 4 Cottahs 6 Chittak 25 Sft. alongwith 100 years old, dilapidated one storied structure measuring and area of 400 Sft. being the same a little more or less situated and lying at present Municipal Premises No. 25A, Biswas Nursery Lane, Kolkata-700085 (after Amalgamation of three Premises viz 25A, 25B and 25/1 into one Premise after deleting Premises Nos.25B and 25/1 and accordingly merged with 25A, Biswas Nursery Lane, P.S. Beliaghata, Kolkata-700 085) having its present Municipal(KMC) Assessee No.11-035-02-0034-4 under Borough-III In KMC Ward No.35,(Touzi no.III, Division XIII, under Holding no. 28/29 under S.R.O. Sealdah within 24 Parganas South) which is butted and bounded as follows :-

The said Property has been shown in the annexed sketch plan with Red Colour and same may be treated as part and parcel of this Deed.

On the North: 26/1, & 26/2 , Biswas Nursery Lane.

On the South: By Premises 24,Harmohan Ghosh Lane.

On the East: By Premises No. 25/1, & 25/1/1, Harmohan Ghosh Lane, Kolkata-85

On the West: By 12'-0"wide Biswas Nursery Lane.

Self Attested

For G. ENTERPRISE

Mishra Arjun

Proprietor

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MEMO OF CONSIDERATION

RECEIVED from within named Purchaser the sum of Rs.41,00,000/-only (Rupees Forty One Lakhs Only) as full and final amount of consideration money as per Memo below by the FIRST PART & THIRD PART:

<u>No.</u>	<u>Date:</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>
01. Chq.089773	28.08.11	C.B.I.	Beliaghata	Rs. 50,000/-
01. Chq.089774	28.08.11	C.B.I.	Beliaghata	Rs. 75,000/-
02 Chq. 089775	28.08.11	C.B.I.	Beliaghata	Rs. 75,000/-
03. By Cash	28.08.11			Rs. 1,00,000/-
04 Chq. 089777	01.09.11	C.B.I.	Beliaghata	Rs. 1,00,000/-
05. Chq. 089778	01.09.11	C.B.I.	-Do-	Rs. 1,00,000/-
06. Chq. 034482	27.03.12	S.B.I.	Shasthitala	Rs. 2,00,000/-
07. Chq 034483	27.03.12	S.B.I.	Shasthitala	Rs. 2,00,000/-
08. D.D. 032104	03.04.12	C.B.I.	Beliaghata	Rs. 7,00,000/-
09. D.D. 032105	03.04.12	C.B.I.	-Do-	Rs. 5,00,000/-
10 D.D. 032106	03.04.12	C.B.I.	-Do-	Rs. 4,00,000/-
11. D.D. 032107	03.04.12	C.B.I.	-Do-	Rs. 7,00,000/-
12. D.D. 032110	04.04.12	C.B.I.	-Do-	Rs. 2,50,000/-
13. D.D. 032111	04.04.12	C.B.I.	-Do-	Rs. 2,50,000/-
14. B. Cash				Rs. 4,00,000/-

Rs.41,00,000/-

(Rupees Forty One Lakhs Only)

1 Saibal Kr. Das

2 Chhabi Chanda

3 Anamitra Ghose

4 Kamala Das

Signature of the First Part

1 Pampa Baner

2 Tapasi Ghose

Signature of the Third Part

Witness: (1) -

→ Janki Banerjee

(2)

Banjan Banerjee

self Attest

For G. ENTERPRISE

Ministry Agency

Proprietor

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

Signed, Sealed & Delivered
in presence of:

- | | |
|--|-------------------|
| 1. <u>Fanesh Pramanik</u>
38/G1, Matilal Basak Lane. | 1) Saibal Mr. Das |
| 2. <u>Sanjay Banesjee</u> Kat 54
42/A, Malanga Lane
Kat. 70012 | 2) Chhabi Chanda |
| | 3) Anamita Ghose |
| | 4) Kamala Das |

SIGNATURE OF THE VENDORS

Mishu Chakraborty.

SIGNATURE OF THE PURCHASER

1. Pampa Banerjee
2. Tapasi Ghose

SIGNATURE OF CONFIRMING PARTIES.

Drafted by me
Dipankar Ghosh
Advocate.

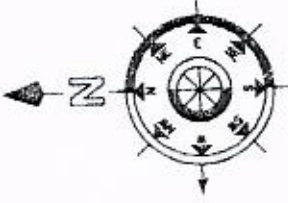
Self Attested
For G. ENTERPRISE
Mishu Chakraborty
Proprietor

SITE PLAN OF 25A BISWAS NURSERY LANE

LANE KOLKATA-700 085, WARD-35, BR-III, WITHIN K.M.C.
P.S- BELIAGHATA

LAND AREA-4K 6 CH25 SFT(295.074 SQM) (MORE OR LESS)
SHOWN IN RED COLOUR.

SCALE-1:150



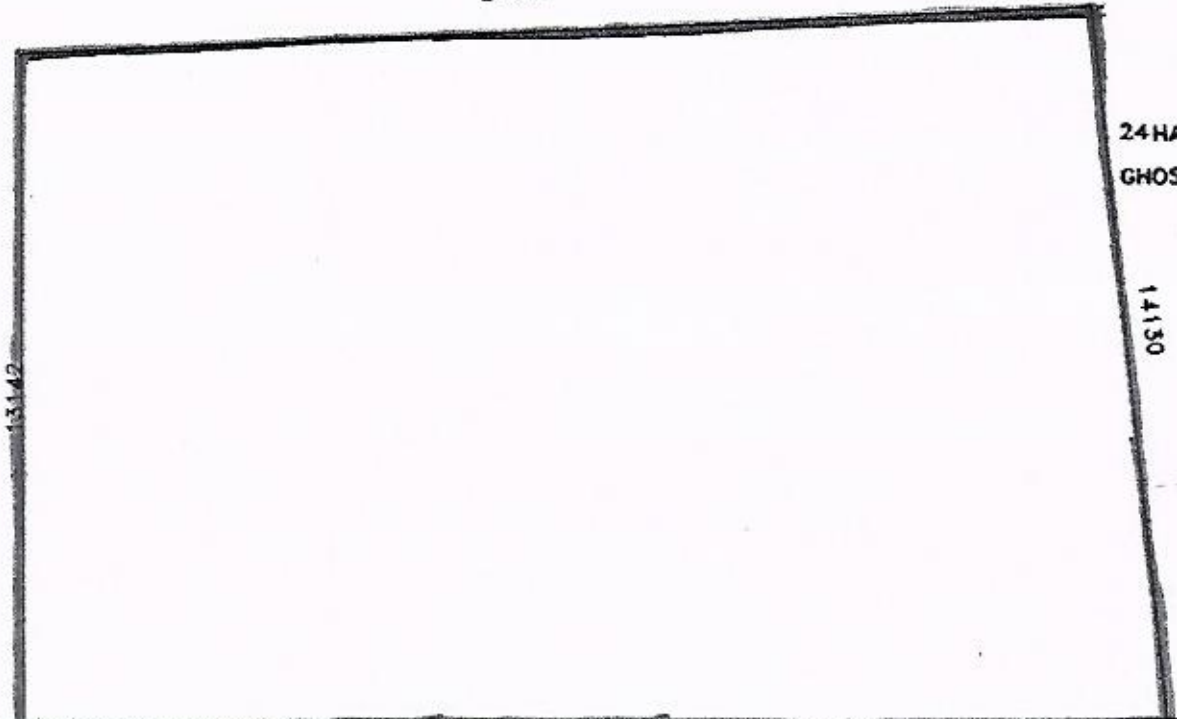
ALL DIMENSIONS ARE IN MM OTHERWISE MENTIONED

25/1 & 25/1/1 HARMOHAN GHOSH LANE

20743

26/1 BISWAS
NURSERY LANE

24 HARMOHAN
GHOSH LANE



22114

BISWAS NURSERY LANE

1. Kamala Das
 2. Chhabi Chandra
 3. Saibal K. Das
 4. Anamta Ghose
- SIG. OF VENDORS

Manish Chandra
SIG. OF PURCHASER

Sanku A. Das DRAWN BY
For G. ENTERPRISE
Manish Chandra
Proprietor



Government Of West Bengal
Office Of the A. D. S. R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 01150 of 2012
(Serial No. 01869 of 2012)

Amount By Cash

Rs. 0.00/-, on 18/04/2012

Amount by Draft

Rs. 49750/- is paid , by the draft number 555149, Draft Date 07/04/2012, Bank Name State Bank of India, SASTHITALA, received on 18/04/2012

(Under Article : A(1) = 49731/- ,E = 7/- ,Excess amount = 12/- on 18/04/2012)

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.-45,21,922/-

Certified that the required stamp duty of this document is Rs.- 316544 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 315600/- is paid, by the draft number 555150, Draft Date 07/04/2012, Bank Name State Bank of India, SASTHITALA, received on 18/04/2012

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

Self Attested
For G. ENTERPRISE
Manish Choudhary
Proprietor

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

SPECIMEN FORM FOR TEN FINGERPRINTS



Saibal K. Das

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Chhabi Chanda

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Anamta Ghose

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Kamala Das

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Seth Ananda
 For G. ENTERPRISE
Minshi Chandra
 Proprietor

SPECIMEN FORM FOR TEN FINGERPRINTS



Minisha Chughy.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Pampa Banjee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Tapasi Ghose

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

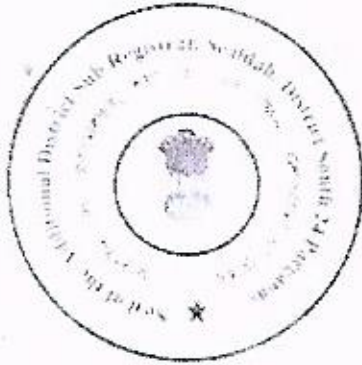


	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Sell Akash
 For G. ENTERPRISE
Minisha Chughy
 Proprietor

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 3375 to 3393
being No 01150 for the year 2012.



(Signature)

(Ajay Kumar Mukherjee) 19-April-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. SEALDAH
West Bengal

Self Dated

For G. ENTERPRISE

Manish Choudhary

Proprietor