

01859/07

I-01721/07



एक हजार रुपये
रु.1000

ONE THOUSAND RUPEES
Rs.1000

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

16/2007

B 167162

Certified that the deficit Stamp duty Rs. 22530/- has been realised from u/s 47(1) of I.S. Act and the instrument is duly Stamped by No. 868 848 Date 23-5-07

Case No. 187 sub 7
1 (1) - 252
1 (2) - 33

272/-

Alipore, South 24 Parganas

28.5.07

District Sub-Registrar
Alipore, South 24 Parganas

THIS INDENTURE is made on This 25th Day of May, Two Thousand and Seven BETWEEN (1) SMT. SWAPNA DUTTA wife of Late Rabindra Nath Dutta. (2) MRS. CHANDRANI

Admissible under Regn. rule 21 and u/s 5 of the West Bengal L. R. Act 1955, duly Stamped (Exempted from/does not require stamp duty) under the Stamp Act 1899 as amended in 1964, Schedule 1A, No. 23

U/S. of (5) of the W. B. Prevention of under valuation of instruments Act 1934
Market Value Assessed Rs. 16,12,000
Deficit Stamp duty of Rs. 73270/-

Certified that the deficit Stamp duty Rs. 73270/- has been realised from u/s 47(1) of I.S. Act and the instrument is duly Stamped by draft No. 870339 Date 8-9-07

A = 3982/-
Eg x 25 = 14/-
H = 287/-
M(b) = 41/-
4028/-

District Sub-Registrar
Alipore, South 24 Parganas

13/09/07

Stamp duty has been realised on 8-9-07

District Sub-Registrar
Alipore, South 24 Parganas

13-9-07

MODI wife of Shri Kiran Modi, daughter of Late Rabindra Nath Dutta (3) **SHRI MONOJIT DUTTA** son of Late Rabindra Nath Dutta(4) **SHRI RAMENDRA NATH DUTTA**, (5) **SHRI RANENDRA NATH DUTTA** (6) **SHIR DWIJENDRA NATH DATTA** and (7) **SHRI SAMARENDRA NATH DUTTA** all sons of Late Ashutosh Dutta, all residing at 35/14, Padmapukur Road, Kolkata - 700 020 (8) **SMT. BELA BOSE** wife of Shri Anil Bose, residing at 103, Manohar Pukur Road, Kolkata - 700 026, hereinafter jointly called the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators legal representatives and/or assigns) of the **ONE PART**.

AND

M/S NOBLE TREXIM PVT. LTD. (2) **M/S SWASTICK GRIH NIRMAN PVT. LTD.** both companies incorporated under the Companies Act, 1956 having their Registered Office at 25, Lower Range, Kolkata - 700 019, represented by its Director Mr. Surendra Kumar Karnani, (3) **SURENDRA KUMAR KARNANI (HUF)** represented by its Karta Mr. Surendra Kumar Karnani of P-311, Lake Town, Block - A, Kolkata - 700 089, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **SECOND PART**.

WHEREAS :

A)
Ashutosh Datta
1/4th

Ramesh Nath Datta
V.C.T-9
No 721

Ramesh Nath Datta
V.C.T-9
No 722

V.C.T-9
No 724

Samaranda Nath Datta

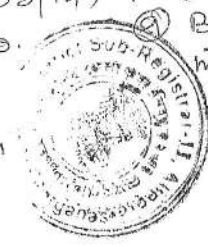
V.C.T-9
No 723

Dwijendra Nath Datta
V.C.T-9
No 734
Bela Bose

- ② Swapna Datta
Mo Mt Rabianda Nath Datta
- ③ Chandrani Modi Mo Kiran Modi
- ④ Manojit Datta Mo Late
Rabianda Nath Datta
- ⑤ Ramesh Nath Datta
- ⑥ Ramesh Nath Datta
- ⑦ Dwijendra Nath Datta
- ⑧ Samaranda Nath Datta

All sons of late Ashutosh Datta
All of 35/14, Padmapuram Road

Kol-20.
Mo Bela Bose
Mo Anil Bose
Manohar puram
Kol-26.



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4

Alipore, South 1st Pargana
25.5.07

Shri Anwar Ram
S/o A. G. Ram
Alipore Police Cont
Col. 27.
Biswas

WHEREAS :

A) The predecessor in interest of the vendors, namely Ashutosh Dutta (since deceased), was the Owner in respect of 1/4th share in respect of piece and parcel of land measuring about 44 Satak equivalent to 1 Bigha 6 Cottahs 9 Chittaks 41 Sft. situated within the Mouza Sayedpur, Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 193, Pargana Magura, P.S. Behala now Thakurpukur, District 24 Parganas (S) (more fully described in the schedule written hereun) which was subsequently numbered as Premises No. 197, Moti Lal Gupta Road, under KMC Ward No. 122, Kolkata - 700 008 under the record of KMC.

B) The remaining share in respect of the aforesaid property held by the brothers of said Ashutosh Dutta, (since deceased) namely Haran Chandra Dutta, Makhan Lal Dutta and Narayan Chandra Dutta who jointly hold the remaining 3/4th undivided share in respect of the aforesaid property.

C) The said Ashutosh Dutta died intestate on 9.1.1970 leaving behind him his five sons, namely Rabindra Nath Dutta, (since deceased), Ramendra Nath Dutta, Ranendra Nath Dutta, Samarendra Nath Dutta, Dwejendra Nath Dutta and one daughter Bela Bose as his legal heirs and representatives who thus jointly inherited the aforesaid undivided share of Ashutosh Dutta in respect of the property being premises no.



60

**District Sub-Registrar
Alipore, South 24 Parganas**

197, Moti Lal Gupta Road, Kolkata - 700 008.

D) One of the Co-sharer namely Rabindra Nath Dutta died intestate on 11.4.2005 leaving behind him his widow Swapna Dutta as Vendor No.1 and one son namely Monojit Dutta being Vendor no.3 and one daughter Chandrani Modi being Vendor No.2 who thus jointly inherited undivided share of said Rabindra Nath Dutta in respect of the aforesaid property being premises no. 197, Moti Lal Gupta Road, under Ward No. 122, Kolkata - 700 008.

E) The predecessor in interest of the present vendors and his said brothers also jointly owned several other properties including the properties being premises no. 24 & 25, Nrisingha Dutta Road, Kolkata - 700 008 and also the aforesaid premises no. 197, Moti Lal Gupta Road, Kolkata.

F) After promulgation of the Urban Land (Ceiling and Regulation) Act, 1976 it was detected that the legal heirs of said Makhan Lal Dutta and Haran Chandra Dutta were holding excess vacant land beyond the ceiling limit and accordingly, a return to that effect was duly submitted to the Competent Authority appointed under the said Act.

G) It was detected that the legal heirs of Makhan Lal Dutta were holding excess vacant land beyond the ceiling limits to the extend of 11 satak equivalent to 6 cottahs 10 chittacks 21 sft. and the legal heirs of Haran Chandra Dutta



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~~Registrar of Companies~~
Alipora, South 24 Parganas

were holding excess vacant land beyond the ceiling limits to the extend of 05 satak equivalent to 3 Cottahas 0 Chittack 18 Sft. and accordingly the entire share of the legal heirs of Late Makhan Lal Dutta i.e. 11 satak and an area of 05 satak out of the share of legal heirs of Haran Chandra Dutta were acquired in the aforesaid premises no. 197, Motilal Gupta Road, Kolkata - 700 008 as a result of which the present vendors (being legal heirs Ashutosh Dutta) jointly with the legal heirs of Haran Chandra Dutta (since deceased) and legal heirs of Narayan Chandra Dutta (since deceased) remained the joint owners in respect of the said property being premises no. 197, Moti Lal Gupta Road, Kolkata - 700 008.

H) The aforesaid excess vacant land held by the legal heirs of Makhan Lal Dutta was duly handed over to the Competent Authority appointed under the Urban (Land Ceiling & Regulation) Act, 1976 being their entire share in the said premises.

I) The present vendors being the absolute owners in respect of undivided 11 satak equivalent to 6 cottahs 10 chittaaks 21 sft. in respect of the said property being premises no. 197, Moti Lal Gupta Road, under KMC Ward No. 122, Kolkata - 700 008 having decided to sell the aforesaid property the purchaser agreed to purchase the same free from all encumbrances, charges, liens, whatsoever at or for a total consideration of Rs.3,62,993/- (Rupees Three Lacs Sixty

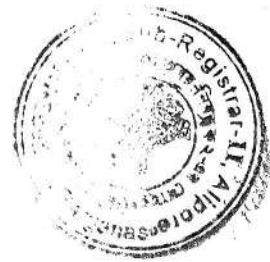


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**Registrar of Companies
Alipur, South 24 Parganas**

Two Thousand Nine Hundred Ninety Three only) on lump sum basis.

NOW THIS INDENTURE WITNESSETH that pursuance to the said arrangements and in consideration of a total sum of Rs.3,62,993/- (Rupees Three Lacs Sixty Two Thousand Nine Hundred Ninety Three only) on lump sum basis paid by Purchaser to the Vendors at or before execution of these presents (receipt whereof the Vendors doth hereby admit and acknowledge) and of and from the same and every part thereof the Vendors doth hereby grant, convey, transfer, assign, assure, release and discharge unto and to the use of the said Purchaser free from all encumbrances, charges, liens, whatsoever, ALL THAT the piece and parcel of undivided land measuring about 11 Satak equivalent 6 Cottahs, 10 Chittacks and 21 Sq.ft. situated within Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 193, Pargana Magura, Mouza Sayedpur, P.S. previously Behala now Thakurpukur, being present Municipal Premises No. 197, Motilal Gupta Road, under KMC Ward No. 122, Kolkata - 700008 (more fully described in the Schedule hereunder written) hereinafter referred to as the "said property" TOGETHER WITH all other easement rights including the right of ingress and egress through the common passage from Moti Lal Gupta Road TOGETHER WITH all other easements and/or facilities and/or amenities attached thereto free from all encumbrances, charges, liens, attachments, whatsoever including proportionate right over the 18 feet wide common passage from Moti Lal Gupta Road leading to the



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Registrar-II
Alappuzha, Kerala 688 001

aforesaid property TOGETHER WITH the compound outhouse, garden and appurtenances belonging thereto TOGETHER WITH all trees, fences, hedges, ditches, ways, waters, watercourses, lights, liberties, privileges, easements and appurtenances, whatsoever, to the said property belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or appurtenant thereto AND ALL the estate, right, title, interest, claim, demand, whatsoever of the Vendors unto and upon the same and every part thereto TO HAVE AND TO HOLD the same unto and to the use of the Purchaser, its successor or successors in office and / or assigns absolutely and forever together with all title, deeds, writings, muniments and other evidences of title AND THE VENDORS doth hereby covenant to the Purchaser, its successor or successors in office and / or assigns that notwithstanding any act deed or things heretofore done, executed or knowingly suffered to the contrary, the Vendors are now lawfully seized and possessed of the said property free from all encumbrances, attachments or defects in title, whatsoever, AND THAT the Vendors have full power and absolute authority to sell the said property in manner as aforesaid AND the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas without any demand, whatsoever, from the Vendors or any person or persons claiming through or under them AND further that the Vendors, their heirs, executors, legal representatives, successor or successors and/or assigns covenant with the Purchasers, its successor or suc-



Registered in the Registrar of Companies,
Alipore, South 24 Parganas

cessors in office and/or assigns to save harmless, indemnify and keep indemnified the Purchaser, its successor or successors in office and/or assigns from or against any losses damages costs charges, expenses if suffered by reason of any defect in title of the Vendors or any breach of the covenant hereunder contained AND FURTHER that the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest, whatsoever, in the said property or part thereof from under or in trust for the Vendors or from or under or any of their predecessor in interest at the request and at the cost of the Purchaser, its successor or successors in office and/or assigns from time to time shall do and execute or cause to be done and executed such acts, deeds, things and matters, whatsoever, for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, its successor or successors in office and/or assigns according, to the true intents and meaning of this deed as shall or may be reasonably required.

SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece and parcel of undivided land measuring about 11 Satak equivalent to 6 Cottahs 10 Chittacks and 21 Sq.ft. situated within Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 193, Pargana Magura, Mouza Sayedpur, P.S. previously Behala now Thakurpukur, being present Municipal Premises No. 197, Motilal Gupta Road, under KMC Ward No. 122, Kolkata - 700008 together with the right



~~Registrar II, Alipio~~
~~Alipio, South 24 Province~~

over the 18 feet wide common passage leading from Moti Lal
Gupta Road to the aforesaid property and butted and bounded
as follows :

ON THE NORTH : By land under dag no. 115

ON THE SOUTH : By Moti Lal Gupta Road

ON THE EAST : By land under Dag no. 113

ON THE WEST : By partly land under Dag no. 99 of
Sukumar Dutta & Ors. and partly of
balance land under Dag No.99.



[Handwritten signature]
Registrar-II, Alipur

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

SIGNED SEALED AND DELIVERED BY THE OWNERS/VENDORS AT KOLKATA IN PRESENCE OF :

1. *Savitri Anant Ram*

2. *Ananga Mohan Ray*

1. Swapna Dutta,
2. Chandrani Mody
3. Monojit Dutta
4. ~~Ramesh Nath Datta~~
5. Ranada Prakash Datta
6. Dasjindranath Datta,
7. Samarandra Nath Datta
8. Bela Bose

(OWNERS/VENDORS)

SIGNED SEALED AND DELIVERED BY THE PURCHASER IN PRESENCE OF :

1. *Savitri Anant Ram*

2. *Ananga Mohan Ray*

M/s NOBLE TREXIM PVT. LTD.

Sulmela Kunal Kulkarni

Director

SWASTICK GRIP NIKMAN PVT LTD.

Sulmela Kunal Kulkarni

Director

For SURENDRA KUMAR KARNANI (H.U.F.)

Sulmela Kunal Kulkarni

Karta

(PURCHASER)

Prepared by me,
Rabindra Ray
Advocate
Alipore Police Court
Kol - 27.



~~Registrar-II, Alipur Jharkhand~~
~~District Alipur~~

3

MEMO OF CONSIDERATION

Received a sum of Rs. 3,62,993/= (Rupees three lakhs sixty two thousand nine hundred ninety three only) being full consideration money as per memo given below :

- a) By Pay Order No. 429122 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Ramendra Nath
Datta Rs.60,499/=
- b) By Pay Order No. 429123 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Ranendra Nath
Dutta Rs.60,499/=
- c) By Pay Order No. 429128 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Swapna
Dutta Rs.20,166/=
- d) By Pay Order No. 429127 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Manojit
Dutta Rs.20,166/=
- e) By Pay Order No. 429126 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Chandrani
Modi Rs.20,166/=
- f) By Pay Order No. 429124 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Dwejendra
Nath Dutta Rs.60,499/=
- g) By Pay Order No. 429125 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Samarendra
Nath Dutta Rs.60,499/=



Sub-Registrar-II
Alipore, South 24 Parganas

h) By Pay Order No. 429129 dt. 24/5/07
drawn on Indian Overseas Bank, Bhowanipore
Branch, Kolkata in favour of Bela
Bose

Rs. 60,499/=

Total Rs. 3,62,993/=

(Rupees Three Lacs Sixty Two Thousand Nine Hundred Ninety
Three only)

Witnesses:

1. Saroj Kumar Sen
Alipore Police Court
Kd-27
2. Ananga Mohan Roy
Alipore Police Court
Kd-27

1. Swapna Dutta
2. Chandrani Mody
3. Manojit Dutta
4. Ranjan Nath Dutta
5. Rananda Nath Dutta
6. Bela Bose
7. Deependra Nath Dutta

Samaendha Nath Datta
(OWNERS/VENDORS)














Registrar-II-Registered
Alipore, South 24 Parganas














Registered
Book No. 105
Page No. 151 of 164
Folio No. 1721
for the year 2007












Registered
Alipore, South 24 Parganas
08/09/08

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	left hand					
	right hand					












Name: _____
 Signature: Selinda Kumar Kalra

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	left hand					
	right hand					

Name: _____
 Signature: Swarna Dutta

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	left hand					
	right hand					












Name: _____
 Signature: Chandani Mody

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	left hand					
	right hand					

Name: _____
 Signature: Nongjit Dutta














S
Mason 812-Registered
Almond, South 24 Pargues

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	right hand					









Name

Signature *Ramesh Nath Datta*

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	left hand					
	right hand					











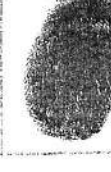
Name

Signature *Ramesh Nath Datta*

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Name

Signature *Deependra Nath Datta*





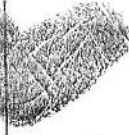






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Name

Signature *S. Anandha Nath Datta*



B
District Sub-Registrar-II
Alipore, South M Parganas

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	left hand					
	right hand					

Name

Signature Bela Bose

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PHOTO	left hand					
	right hand					

Name

Signature

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Name

Signature

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	right hand					

Name

Signature



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**District Sub-Registrar-II
Alipore, South 24 Parganas**

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DATED THIS DAY OF 2007

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BETWEEN

SMT. SWAPNA DUTTA & ORS.
OWNERS//VENDORS
AND

M/S.NOBLE TREXIM PVT. LTD. & ORS.
... PURCHASER

DEED OF CONVEYANCE

RE: Property Sale Deed of
Premises No. 197, Motilal Gupta
Road, Kolkata - 700 008.

N. N. CHAKRABORTY
ADVOCATE
84/1, BELTALA ROADROAD
KOLKATA - 700 026.

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