5-05448/10

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# भारत INDIA INDIA NON JUDICIAL

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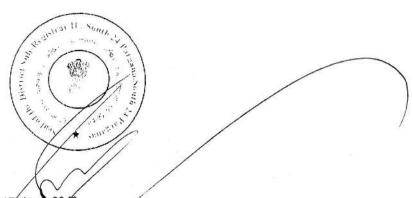
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MERLIN C . Smeat Kolkets 100 020 A. K. Purkayastha (Stamp Vendor) Alloore Police Court, Koi-27 Ranger Lumar Suyam suns MOBLE TREXIM PVT. LTD. Rowers Kinoas Suyur Surent Director, SYVASTICK GRIH NIRMAN PYT. LTD. Raceson Kumor Suyam Sukue Diractor Sulvadia Kumpel Kulmani Hote Kinar Bhe 1962

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## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 1408 to 1423 being No 05448 for the year 2010.



(Sadhan Chandra Das) 07-June-2010 DISTRICT SUB-REGISTRAR-II Office of the D.S.R.-II SOUTH 24-PARGANAS West Bengal

8.6.16

Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R.-II SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 05056 / 2010

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

No. Admission of Execution By

Status

Photo

Finger Print

Signature

Gopa Chakraborty Address -73/2 Motilal Gupta Rd, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700008

Name of Identifier of above Person(s)

Alipore Police Court, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin

Saroj Kumar Ram

:-700027

Confirming Party

02/06/2010

02/06/2010 gape Chakrobard

Signature of Identifier with Date

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(Sadhan Chandra Das) DISTRICT SUB-REGISTRAR-II Office of the D.S.R.-II SOUTH 24-PARGANAS

Page 1 of 1

02/06/2010

### Government Of West Bengal Office Of the D.S.R.-II SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 05448 of 2010

(Serial No. 05056 of 2010)

### On 01/06/2010

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

Fresented for registration at 12.36 hrs on :01/06/2010, at the Private residence by Rakesh Kumar Shyamsukha, one of the Claimants.

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

Execution is admitted on 01/06/2010 by

- Aloke Kumar Basu, son of Lt K Basu, P-117 Motilal Gupta Rd, District:-South 24-Parganas, WEST BENGAL, India, P.O.: - Pin:-700041, By Caste Hindu, By Profession: Business
- Rakesh Kumar Shyamsukha Emector, Nobie Trexim Pvt Ltd & Swastik Grih Nirman Pvt Ltd, 25 Lower Range, District:-South 24 Parganas, WEST BENGAL, India, P.O.:- Pin:-700019. By Profession Business
- 3. Surendra Kumar Karnani ( Huf), son of . , P-311 Lake Town, District: South 24-Parganas, WEST Bi NGAL, India, P.O.:- Pin:-700089, By Caste Hindu, By Profession: Business
  - atentified By Avijit Bose, son of Aloke Kumar Bose, 434/3 Motilal Gupta Rd, District-South Parganas, WEST BENGAL, India, P.O.:- Pin:-700082, By Caste: Hindu, By Profession: Service.

(Sadhan Chandra Das) DISTRICT SUB-REGISTRAR-II

### On 02/06/2010

## 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 23,4 of Indian Stamp Act 1899.

### Payment of Fees:

Fig. Paid in rupoes under article , A(1) = 9163/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 02/06/2010

### Certificate of Market Value (WB PUVI rules of 2001)

clarufied that the market value of this property which is the subject matter of the deed has been ussessed at Rs.-833611/-

Certified that the required stamp duty of this document is Rs.- 50037 /- and the Stamp duty paid as Impresive Rs.- 100/-

Deficit stamp duty

( Sadhan Chandra Das ) DISTRICT SUB-REGISTRAR-II

EndorsementPage 1 of 2

03/06/2010 09:21:00

# Government Of West Bengal Office Of the D.S.R.-II SOUTH 24-PARGANAS

District:-South 24-Parganas

### Endorsement For Deed Number: 1 - 05448 of 2010

(Serial No. 05056 of 2010)

Deficit stamp duty Rs. 50037/- is paid, by the Bankers cheque number 078753, Bankers Cheque Date 17/05/2010, Bank Name State Bank of India, LA MARTINIERE, received on 02/06/2010

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

Execution is admitted on 02/06/2010 by

Gopa Chakraborty Alias Gopa Rani Chakraborty, wife of Nandadulal Chakraborty, 73/2 Motilal Gupta Rd District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700008, By Caste Hindu, By Profession, House wife

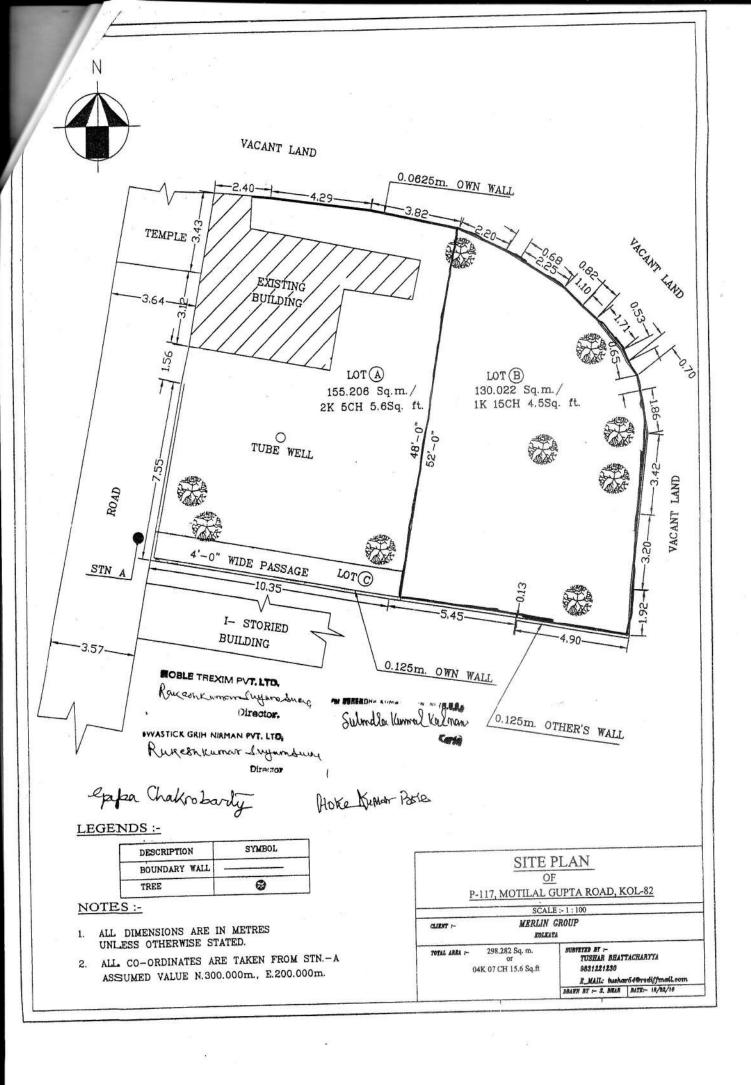
rigentified By Saroj Kumar Ram, son of A K Ram, Alipore Police Court, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027, By Caste: Hindu, By Profession: Law Clerk

( Sadhan Chandra Das ) DISTRICT SUB-REGISTRAR-II

(Sadhan Chandra Das )

EndorsementPage 2 of 2

03/06/2010 09:21:00



(1) 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. Rakesh Kumar Shyamsukha, (3) SURENDRA KUMAR KARNANI (HUF), represented by its Karta Mr. Surendra Kumar Karnani of P-311, Lake Town, Block - A, Kolkata - 700 089, hereinafter referred to as the PURCHASER (which expression shall, unless excluded by or repugnant to the subject or context include its successor or successors) of the SECOND PART.

### AND

MRS. GOPA CHAKRABORTY alias GOPA RANI CHAKRABORTY, wife of Mr. Nandadulal Chakraborty, residing at 73/2, Motilal Gupta Road, Kolkata – 700 008, hereinafter referred to as the CONFIRMING PARTY (which expression shall, unless excluded by or repugnant to the context include her heirs, executor, administrator, legal representative and / or assigns) of the THIRD PART.

#### WHEREAS

- A) By a registered Deed of Conveyance dated 4<sup>th</sup> December 1959 registered in the Office of Sub-Registrar, Alipore Sadar being Deed No. 9612 for the year 1959 made between Sanat Kumar Basu & Others, Executors and Trustees to the Estate of Late Gyanendranath Basu therein referred to as the Vendors and Ramaprasad Bandopadhyay, (predecessor-in-interest of the present Vendor) therein referred to as the Purchaser, the said Vendors for the consideration therein mentioned sold transferred and conveyed ALL THAT piece or parcel of land by admeasurement an area 4 Cottahs 0 Chittaks 10 sft. more or less lying and situate at Mouza Sayedpur Village, Pargana Magura, under Khatian No. 312, Dag No. 105, Dist. 24 Parganas then known as P-117, Motilal Gupta Road subsequently renumbered and now known as 173, Motilal Gupta Road, then P. S. Behala now P. S. Thakurpukur, Kolkata 700 041 unto and in favour of the said Purchaser.
- B) As per the said registered Deed of Conveyance dated 4<sup>th</sup> December 1959 though the land area mentioned therein was 4 cottahs 0 chittaks 10 sft., however, on physical measurement the same is found to be 4 cottahs 7 chittaks 6 sft. more or less which has also been reflected in the last Will and Testament of said Satirani Bandopadhyay and also the Probate thereof.
- C) The said Ramaprasad Bandopadhyay died intestate on or about 6<sup>th</sup> February 1966 leaving behind him surviving his widow Smt. Satirani Bandopadhyay and a married daughter Mrs. Gopa Chakraborty, the Confirming Party herein as his only legal heirs and as such they jointly inherited the said property in equal shares.
- D) Accordingly, on demise of said Ramaprasad Bandopadhyay his surviving widow Smt. Satirani Bandopadhyay became the owner of undivided 50% share equivalent to 2 Cottahs, 3 Chittaks and 26 Sq.ft. more or less and his married daughter Mrs. Gopa Chakraborty, the Confirming Party herein also became the

owner of balance 50% undivided share equivalent to 2 Cottahs 3 Chittaks and 25 Sq.ft.

- E) The said Smt. Satirani Bandopadhyay during her life time with the consent with her married daughter Mrs. Gopa Rani Chakraborty @ Gopa Chakraborty executed a registered Will and Testament dated 8<sup>th</sup> August, 1980, which was registered before the Sub-Registrar Alipore in Book No. III, Volume No. 4, Pages 222 to 225, Being No.117 for the year 1980 and by the aforesaid Will she divided the aforesaid property being premises No. P-117, Motilal Gupta Road subsequently renumbered and now known as 173, Motilal Gupta Road, and building standing thereon into two lots being Lot 'A' and Lot 'B' as per the plan annexed with the said Will, mutually amongst herself and her said daughter Gopa Rani Chakraborty and bequeathed the portion of vacant land as specified in Lot 'B' in the plan annexed with the said Will having an area of 1 Cottah and 8 Chittaks in favour of Aloke Kumar Basu and also making a provision of common passage measuring about 3 Chittaks and 6 Sq.ft.
- F) The said Smt. Satirani Bandopadhyay died testate on 14<sup>th</sup> August 1983 and after the death of the said Smt. Satirani Bandopadhyay, the said Aloke Kumar Basu being the beneficiary of the said Will initiated a proceeding for Letters of Administration (LOA) being Act 39 Case No. 82 of 1993 and the Learned District Delegate at Alipore by its order dated 27<sup>th</sup> July 1994 duly granted the Letters of Administration (LOA) annexing the said Will.
- G) Thus the Vendor herein became the sole and absolute owner in respect of ALL THAT the land measuring 1 cottah 8 chittaks more or less together with 50% right over the common passage measuring 3 Chittaks 6 Sft. more or less, being part of premises No. P-117, Motilal Gupta Road now known and numbered as 173, Motilal Gupta Road, Kolkata, jointly with Gopa Rani Chakraborty, more fully and particularly described in the Schedule written hereunder and shown and delineated in colour Red in the map or plan hereto and hereinafter referred to as the said property free from all encumbrances, liens, demands, attachments, trusts, charges, requisitions, acquisitions, alignment whatsoever and howsoever.
- H) The Vendor in addition to the above has also represented and declared to the Purchaser as follows: -
- 1. That the Vendor is the sole and absolute Owner in respect of the said property more fully and particularly described in the Schedule hereunder written and the Vendor is in possession of the said property and no other person has any right, title and interest, claim, demand whatsoever and howsoever over and in respect of the said property or part thereof.
- 2. That the said property is free from all encumbrances, charges, liens, attachments, trusts, whatsoever and howsoever and there is no defect in the title of the Vendor and the Vendor have a good clear and marketable title in respect of the said property and every part thereof.

- 3. That there is no legal impediment or bar on the part of the Vendor to sell, assign or transfer the said property or any part thereof.
- 4. That the said property is not subject to any acquisition or requisition proceeding and the Vendor have no knowledge of and have not received any notice to that effect from any authority or authorities.
- 5. That no certificate case is pending for realization of any taxes from the Vendor.
- 6. That an Original Suit No. 58 of 1994 for revocation of the grant of Letters of Administration before the Learned District Judge, South 24 Parganas at Alipore filed by Mrs. Gopa Chakraborty the Confirming Party herein against the Aloke Kumar Basu, the Vendor herein is pending before the Ld. 8<sup>th</sup> Additional District Judge at Alipore, save and except the said suit there is no any other suit or proceeding is pending in any court of law in respect of the said property or any part thereof.
- 7. That the Vendor has not entered into any agreement for sale, transfer, let out or lease out neither he has created any charge and/or mortgaged on the said property as more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the said property or any part thereof with any other person or persons whosoever and/or any other agreement whatsoever and or created any third party's interest in respect of the said property or any part thereof.

AND WHEREAS relying upon the aforesaid representations and or declarations of the Vendor and believing the same to be true and acting on good faith and on the Vendor's agreeing to sell, assign and transfer the said property being ALL THAT piece and parcel of land hereditaments and premises containing by admeasurement an area of 1 Cottah 8 Chittaks more or less together with 50% right over the common passage measuring 3 Chittaks 6 Sft. more or less lying and situate and being part of Premises No. P-117, Motilal Gupta Road, subsequently renumbered and now known as 173, Motilal Gupta Road, Kolkata – 700 041, Ward No.122, Police Station Thakurpukur in the town of Kolkata more fully and particularly described in the Schedule hereunder written, the purchaser has/have parted with the money and agreed to purchase the said property for and at a total consideration of Rs.5,02,500/- (Rupees Five Lacs Two Thousand Five Hundred) only free from all encumbrances, liens, attachments, trusts whatsoever and howsoever.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs.5,00,000/- (Rupees Five Lacs) only paid by the purchaser to the Vendor herein, at or before execution of this deed the receipt whereof the Vendor doth hereby and by the receipt hereunder written admit and acknowledge to have received and of and from the same and every part thereof, the Vendor doth hereby grant, sell, convey, transfer, assign and assure unto and to the use of the purchaser ALL THAT piece and parcel of land hereditaments and premises containing by admeasurement an area of 1 Cottah 8 Chittaks approximately together with 50% right over the common passage measuring about 3 Chittaks 6 Sft. more or less

jointly with Gopa Rani Chakraborty (as delineated in colour Yellow in the plan annexed hereto) lying and situate and being part of Premises No. P-117, Motilal Gupta Road, subsequently renumbered and now known as 173, Motilal Gupta Road, Kolkata - 700 041, Ward No.122, Police Station Thakurpukur in the town of Kolkata, more fully and particularly described in the Schedule hereunder attachments, trusts, written free from all encumbrances, charges, liens, whatsoever and howsoever together with all rights, lights, liberties, easements, privileges, appendages, passages, drains, sewers, water courses, structures, fixtures, tenements, premises and hereditaments belonging to or in any appertaining to the said property and every part thereof or usually held or enjoyed therewith unto and to the use of the purchaser herein absolutely and forever and the reversion or reversions, remainder or remainders and the rents issues and profits of and in connection with the said property AND THAT THE Vendor doth hereby deliver vacant khas and peaceful possession of the said property more fully and particularly described in the Schedule hereunder written, unto the purchaser and the vendor doth hereby covenant with the purchaser that notwithstanding any act, deed, matter or things by the Vendor and or their predecessor-in-interest done, omitted, executed or knowingly or willingly permitted or suffered or has been party to any act or contract, to the contrary, the Vendor hath good right, full power and absolute authority and indefeasible right, title and interest to grant, sell, transfer convey assign and assure the said property and every part thereof unto and to the use of the purchaser absolutely and forever.

And that the Vendor doth hereby further covenant with the purchaser that the said property hereby granted, sold and transferred conveyed assigned or expressed or intended so to be and every part thereof is free from all encumbrances, attachments, liens and trusts whatsoever and howsoever subject to fulfilling or conditions as mentioned herein before by the Purchaser free from use trust encumber or other things whatsoever to alter defeat encumber or make void the same and the purchaser shall and will at all times hereafter possess and enjoy the said property and shall be entitled to claim, demand and shall receive all rents issues and profits including the arrears thereof and there from without any lawful interruption or interference claims, demands whatsoever or howsoever from or by the Vendor or any other person or persons lawfully or equitably claiming through under or in trust for the Vendor and further that the Vendor shall and will at all times and from time to time hereafter at the request and cost of the Purchaser make, do, acknowledge, execute and register or cause to be made, done, acknowledged, executed and registered all such other and further acts deeds and things for further better more or perfectly assuring the said property and every part thereof unto and to the use of the purchaser AND THAT the Vendor shall and will at all times hereafter indemnify save and keep the Purchaser indemnified against all losses, claims, demands, liens, charges, lispendens, attachments, trusts whatsoever or howsoever in respect of the said property in these presents. The Vendor doth hereby handover the original Deed of Conveyance dated 4th December, 1959 and all other documents in respect of the said property unto the purchaser.

## SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece and parcel of land measuring 1 Cottah 8 Chittaks more or less together with 50% right over the common passage measuring about 3 (hittaks 6 Sft. more or less (as delineated in colour Yellow in the plan annexed hereto) together with brick built structure of 100 sft. more or less lying and situate thereon at being part of Premises No. P-117, Motilal Gupta Road, subsequently renumbered and now known as 173, Motilal Gupta Road, P. S. Thakurpukur, Kolkata – 700 041 under Ward No. 122 under Mouza Sayedpur Village, Pargana Magura, under Khatian No. 312, Dag No. 105, Dist. 24 Parganas as delineated in colour Red in the plan annexed hereto and butted and bounded as follows:-

ON THE NORTH: By land under C. S. Dag No. 114;

ON THE SOUTH : By building of Himani Mukherjee;

ON THE EAST : By land of Noble Trexim (P) Ltd. & Others;

ON THE WEST : By the land of Smt. Gopa Rani Chakraborty

and common passage.

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 SEALD AND DELIVERED BY THE OWNER/VENDOR/FIRST PART AT KOLKATA IN PRESENCE OF:

Vill & Post: makerdaha Dist: Howah - Ill 409

2) Avijit Bore 434/3 Motifal gupli Rd. Kol. 82

SIGNED SEALD AND DELIVERED BY THE PURCHASER/SECOND PART AT KOLKATA IN PRESENCE OF:

i) Sanging ur. Dey ii) Avijit Bore ALDIKE Kumam Bose

ROBLE TREXIM PUT LTD.

ROBLETREAMON CHYON AMERICA

DIFECTOR

SWASTICK GRIH NIKMAN PVT. LTD.

Range Rumar Director

Sulvala Kunner Kuloon

Kartei

SIGNED SEALD AND DELIVERED BY THE CONFIRMING PARTY/THIRD PART AT KOCKATA IN PRESENCE OF:

i) Savjey ur. Day.

epaper Chakrobarty

### MEMO OF CONSIDERATION

Received from within named Purchaser a sum of Rs.5,00,000/- (Rupees Five Lacs) only towards full consideration and/or price for sale of the said property from the Purchaser, as per memo given below.

l) By Demand Draft No. 978.750... dated 37.51.0 Rs.3,00,000/-drawn on Indian Overseas Bank, Bhowanipore Branch, Kolkota in favour of 'ALOKE KUMAR BASU'.

Rs.5,00,000/=

(Rupees Five Lacs only)

Stoke Kumar Bose

Signature of Owner/Vendor

Witness:

i) Saying br. Day
vill & Post: Makerdah.
Dist: Hower . 711409.
ii) Arifit Borr
434/3 Motiledgukliks.
Kol-82.

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Signature Sulmolla Kuumal Kulmanu

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#### BETWEEN

MRS. GOPA CHAKRABORTY alias GOPA RANI CHAKRABORTY

.... OWNER

AND

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

### SALE DEED

Re: Sale of demarcated portion of Premises No. 173, Motilal Gupta Road, P.S. Thakurpukur, Kolkata – 700 041.

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

11 motolal eigita - con/popa/12.5.2010