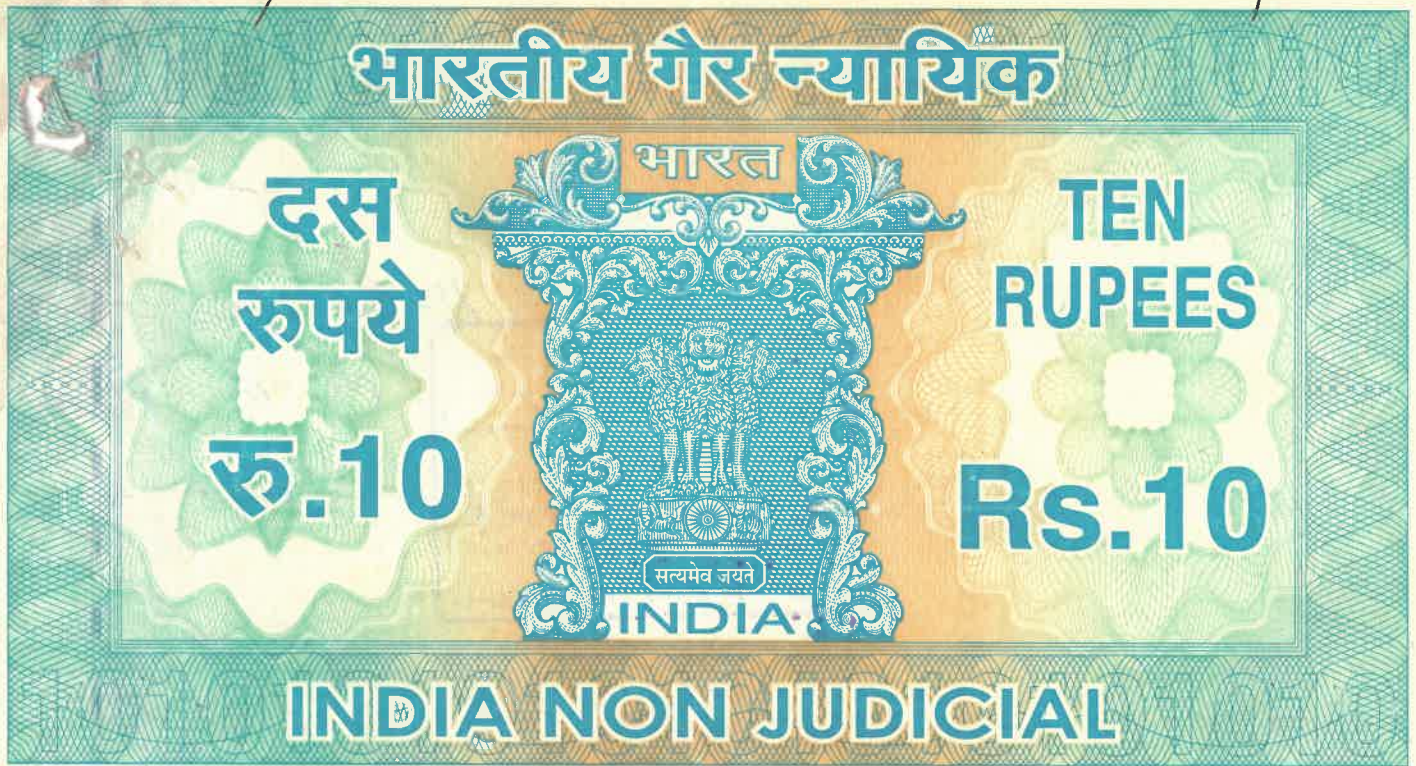


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

90AA 440094

12. 4812/15
11.30

Additional Registrar of Assurances-III
Kolkata

CERTIFICATE OF SALE

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this 31st day of March, Two Thousand and Fifteen (2015)

Certified to be a true and correct copy of the original document submitted to Registration. For Digital Signature and the endorsement sheets attached to this document are the part of this Document.

BETWEEN

Additional Registrar
of Assurances-III, Kolkata

MR NARAYAN CHANDRA DAS, Advocate of Village - Kajirchara, P.O. - Dasbaga, P.S. - Bauria, Howrah being appointed as **RECEIVER** by the **LEARNED RECOVERY OFFICER, KOLKATA DEBTS RECOVERY TRIBUNAL - I** at "JEEVAN SUDHA", 42C,

For NST Housing Development Pvt. Ltd.

Dr. P. K. Das

Director

Kolkata

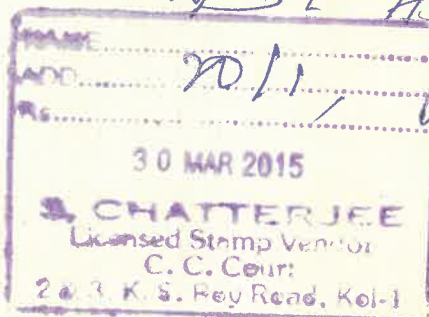
9 APR 2015

Narayan Chandra Das
Advocate/Receiver

In Suit No RP23 of 2012
Kolkata, DRT-1

351670

NST Hsg Dev Ptg
20/1, M M Ram



M-3

30 MAR 2015

30 MAR 2015

Mukesh Shaw
S/o :- Moti Lal Shaw
DD :- 7, Kamandanga Road
Kolkata - 700046.
Business :- Consultant.



Additional Registrar of Assurance - III
Kolkata

9 APR 2015

Jawaharlal Nehru Road, 9th Floor, Kolkata - 700 071 by an order dated December 18, 2013 and representing **LEARNED KOLKATA DEBTS RECOVERY TRIBUNAL -I** hereinafter referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor or successors in office, and administrators) of the **ONE PART**;

AND

NST HOUSING DEVELOPMENT PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/1, Manindra Mitra Row, Kolkata - 700 009 having its Income Tax PAN AACCN0189L represented by one of its Directors Mr Sakti Pada Dhar son of Late Ramendra Kumar Dhar by Nationality - Indian, by Faith - Hindu, by Occupation - Business, working for gain at 20/1, Manindra Mitra Row, Kolkata - 700 009 hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless exclude by or repugnant to the context be deemed to mean and include its directors, administrators, successor or successors in interest and assigns) of the **OTHER PART**;

WHEREAS one Mrityunjay Dutta, Soumen Dutta, Samar Singha Dutta, Amar Singha Dutta, Amitava Dutta, Soumava Dutta, Annapurna Dutta and Mahadebi Dutta being the absolute owners purchased the subject property from Amalendu Kangsa Banik and the other four partners of the Partnership

For NST Housing Development Pvt. Ltd.

Sakti Pada Dhar

Director

Narayan Chandra Das
Advocate/Receiver

*Kolkata, In Suit No. R P 23 of 2012
DRT-1*



→
Additional Registrar of Assurance - III
Kolkata

9 APR 2015

Firm being Eastern Boards of Burdwan by virtue of a Sale Deed No. 6894 of 1988 executed and registered on October 14, 1988 at Burdwan A.D.S.R. office.

AND WHEREAS while they were in possession over the subject property, Monoranjan Mondal, the then Managing Director and Anita Mondal, the Director of the M.A. Construction & Trading Co. Pvt. Ltd purchased the subject property by virtue of two separate Sale Deeds being Nos. 3016 and 3017 executed and registered on September 5, 1997 at Burdwan A.D.S.R. Sub – Registry office and became the sole and absolute owner and possessor and thereafter resigned from the Board of Directors on December 29, 2003 and appointed Kartick Mondal as the Managing Director and hold the said post since then.

AND WHEREAS the said Kartick Mondal as a Managing Director of M.A. Construction & Trading Co. Pvt. Ltd made a declaration to sell the subject property.

AND WHEREAS Sheikh Abdul Sabir as a proprietor of Krishi Bikash had expressed his desire of purchasing the subject property upon the said declaration made by the said Kartick Mondal, the then Managing Director of M.A. Construction & Trading Co. Pvt. Ltd.

AND WHEREAS with the mediation of few respectable persons, the price of the subject property was fixed at Rs 43,75,000/- (Rupees forty three lac seventy five thousand) only and the said Kartick Mondal having thought it just and reasonable, agreed to sell the subject property to Sheikh Abdul Sabir.

Narayan Chandra Sen
Advocate/Receiver In Suit No RP 73 of 2012 *Kolkata*
DRT-1

For NST Housing Development Pvt. Ltd.

Director

Dr. S. P. Chatterjee



[Handwritten signature]

9 APR 2015

AND WHEREAS the said Kartick Mondal, the then Managing Director of M.A. Construction & Trading Co. Pvt. Ltd having received the entire consideration money of Rs 43,75,000/- (Rupees forty three lac seventy five thousand) only from Sheikh Abdul Sabir as a proprietor of Krishi Bikash by cheque No. 510102 dated February 14, 2000 drawn on I.C.I.C.I. Bank Limited, Burdwan Branch, executed and registered the Sale Deed in favour of Sheikh Abdul Sabir as a proprietor of Krishi Bikash before the Burdwan A.D.S.R. being Sale Deed No. 6031 for the year 2006.

AND WHEREAS the said Sheikh Abdul Sabir had obtained various credit facilities from I.C.I.C.I. Bank Limited and having failed and/or neglected to repay the same, the I.C.I.C.I. Bank Limited had instituted various proceedings before the Learned Kolkata Debts Recovery Tribunal – I.

AND WHEREAS in one of the said proceedings instituted by I.C.I.C.I. Bank Limited being O.A. No. 94 of 2012 pursuant to the judgment delivered by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal – I, a certificate was issued and the recovery proceeding being R.P. No. 23 of 2012 was initiated for recovery of the dues of the I.C.I.C.I. Bank Limited.

AND WHEREAS in execution of the said certificate and during the said recovery proceeding, the subject property was attached on an application filed by the I.C.I.C.I. Bank Limited and was sold in a public auction upon advertisement in the newspapers by the Learned Recovery Officer, Kolkata

DRT-1.

For NST Housing Development Pvt. Ltd.

Kolkata
DRT-1

Narayan Chandra Das
Advocate / Receiver
In Suit No - RP 23 of 2012

Dr. P. K. Das
Director





Supdt. Registrar of Assurance
Kolkata

9 APR 2015

AND WHEREAS the said NST HOUSING DEVELOPMENT PRIVATE LIMITED being the Purchaser herein was declared as the highest bidder for a sum of Rs 2,40,00,000/- (Rupees two crore forty lac) only on September 26, 2014 in the said public auction held by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I. True copy of the said order dated September 26, 2014 is annexed hereto and marked with the letter “A”.

AND WHEREAS the said Sheikh Abdul Sabir being the certificate debtor in the said R.P. No. 23 of 2012 preferred an appeal being Appeal No. 3 of 2014 before the Learned Presiding Officer, Kolkata Debts Recovery Tribunal – I against the said order dated September 26, 2014 passed by the said Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I. The said appeal was however, was dismissed by an order dated November 28, 2014 passed by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal – I. True copy of the said order dated November 28, 2014 is annexed hereto and marked with the letter “B”.

AND WHEREAS the purchaser herein had deposited the entire sale consideration of Rs 2,40,00,000/- (Rupees two crore forty lac) alongwith the poundage fee of Rs 2,40,200/- (Rupees two lac forty thousand and two hundred) only with the Learned Kolkata Debts Recovery Tribunal – I.

AND WHEREAS pursuant to the order no. 38 dated December 3, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I the order of confirmation and certificate of sale of the subject property were issued in

Kolkata Macayan Chandra Das
DRT-1 Advocate/Receiver In Suit No. RP 23 of 2012





Additional Registrar of Assurance - III
Kolkata

9 APR 2015

favour of the purchaser herein. True copies of the order dated December 3, 2014, original order of confirmation and original certificate of sale of the subject property are annexed hereto and collectively marked with the letter "C".

AND WHEREAS pursuant to the order dated December 8, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I the purchaser herein had received the physical possession of the subject property from the Learned Receiver being the Vendor herein on December 13, 2014. True copy of the minutes dated December 13, 2014 is annexed hereto and marked with the letter "D".

AND WHEREAS pursuant to the order dated December 8, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I, the copy of the said Order of Confirmation and Certificate of sale of the subject property were forwarded to the Additional District Sub-Registrar, Burdwan by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I under his covering letter dated March 18, 2015. True copy of the said letter dated March 18, 2015 is annexed hereto and marked with the letter "E".

AND WHEREAS the Vendor is the Learned Receiver being appointed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I pursuant to the order dated December 18, 2013 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I and competent and/or sufficiently entitled to convey and transfer the subject property, which is more fully and

Kolkata, DRT-I

Farayan Chandra Das
Advocate / Receiver
IN Suit No. RP 23 of 2012



Additional Registrar of Assurance - III
Kolkata

- 9 APR 2016

particularly described in the schedule hereunder and the plan is annexed hereto.

AND WHEREAS at the request of the purchaser herein and pursuant to the order dated March 2, 2015 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I the Learned Receiver has been directed to execute this Indenture of Conveyance.

NOW THIS INDENTURE WITNESSETH in pursuance of the order dated December 3, 2014 inter alia, confirming the sale of the subject property passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I for a sale consideration of Rs 2,40,00,000/- (Rupees two crore forty lac) only paid by the purchaser. The vendor hereby sell, convey, grant, transfer and assign to the purchaser **ALL THOSE** piece and parcel of Land measuring 119 Decimals or 72 Cottahs situated at Sukantapally, Mouza – Becharhat, Dag No. 658 (P), 685 (P), Khatian No. 1001, Ward No. 13, P.O. Sripally, P.S. & District – Burdwan morefully and particularly mentioned and described in the Schedule hereunder written and **TOGETHER WITH ALL THAT OTHERWISE** the subject property now are or is at any time heretobefore are or is situated, butted, bounded, called, known, numbered, described or distinguished **AND TOGETHER WITH** the right over all ways, paths, passages, boundary walls, drains, water courses, light, liberties, rights, privileges, easements, advantages, appendages and appurtenances, whatsoever to the subject property or any part thereof belonging or any wise appertaining to or usually held, used, occupied or reputed to belong or to the appurtenant thereto **TOGETHER WITH** the right for



Additional Registrar of Assurances - III
Kolkata

9 APR 2015

the purchaser and its successor or successors in title, owner or owners or occupier or occupiers for the time being of the subject property hereby conveyed alongwith the ways, paths, passages together with the right in the over or underneath the ways, paths, passages for lying water pipes, electric and telephone wires, cables and poles, gas, pipes and all other cables and lines alongwith the edge of the ways, passage and passages **AND ALL** estate, right, title and interest, claim and demand, conveyed, transferred, assigned and assured and/or intended so to be together with the covenant that the Vendor shall unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced to the purchaser or its attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds more fully and particularly described in the Schedule hereunder written in connection with the subject property and also shall at the like request and cost of the purchaser deliver to the purchaser such attested or other copies or extracts therefrom as the purchaser may require and will in the unobliterated and un-called **AND TO HAVE AND TO HOLD** the subject property hereby granted, conveyed, transferred, assigned or assured to otherwise expressed or intended so to be made unto and to the use of the purchaser absolutely and forever free from all encumbrances, charges, liens, lispens, attachments, trusts, whatsoever or howsoever.

For NST Housing Development Pvt. Ltd.

Narayan chandra das

Director

Advocate/Receiver

Kolkata, DRT-I, In suit No- RP 23 of 2012



Additional Registrar of Assurance - III
Kolkata

9 APR 2015

AND THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-

A. In terms of the said order December 3, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I and the Order of Confirmation and the Sale Certificate having been issued by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I, the vendor had already handed over possession of the subject property to the purchaser herein.

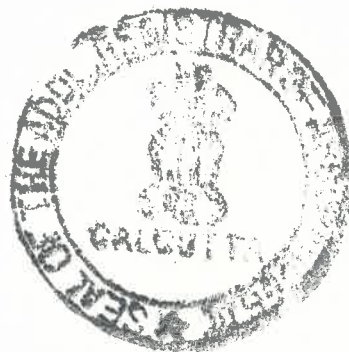
B. Notwithstanding any act, deed, matter or thing whatsoever by the vendor done or executed or knowingly suffered to the contrary, the vendor is now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the subject property hereby granted, sold, conveyed, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances or otherwise whatsoever to alter, defeat, encumber or make or to avoid the same.

C. And notwithstanding any act, deed or thing whatsoever as aforesaid the vendor now has good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the subject property more fully and particularly described in the schedule hereunder written hereby conveyed, transferred or expressed so to be unto and in favour of the purchaser in the manner aforesaid.

Narayan Chandra Das
Advocate / Receiver
Kolkata
DRT-I
In Suit No-RP 23 of 2012

For NST Housing Development Pvt. Ltd.

Director





Additional Registrar of Assurance - III
Kolkata

- 9 APR 2015

D. And the subject property hereby granted and conveyed or expressed so to be is now free from claims, demands, encumbrances, liens, attachments, leases, lispendens, debutter, trust made or suffered by the vendor or any person or persons having or lawfully or equitably claiming any estate or interest in the subject property.

E. The vendor and all persons having or lawfully or equitably claiming any estate or interest in the subject property or any part thereof under or in trust for the vendor shall and will from time to time and at all times thereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly the subject property and every part thereof unto and in favour of the purchaser in the manner aforesaid as shall or may be reasonably required.

F. The purchaser shall be freed, cleared and absolutely discharged, saved, harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendens, debutter or trust claim and demands whatsoever created, occasioned or made by the vendor or any person or persons lawfully or equitably claiming as aforesaid.

G. The vendor had not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the subject property hereby granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached, encumbered or effected in title or otherwise.

Kolkata
DRT-1
Narayan Chandra Das
Advocate/Receiver
In Suit No - R P 23 of 2012

For NST Housing Development Pvt. Ltd.

Dr. P. K. Das
Director




Additional Registrar of Assurance - III
Kolkata

- 9 APR 2015

H. That proved always and it is hereby agreed that in each of the covenants herein contain the expression vendor herein before used includes his representatives, administrators, successors -in- office and assigns and the expression the purchaser herein before used includes its directors, administrators, representatives, successors -in- interest and assigns.

SCHEDULE ABOVE REFERRED TO:

(Description of the Subject Property sold)

ALL THOSE piece and parcel of Land lying and situate at Sukanta Pally, Mouza-Becharhat, P.O.-Sripally, P.S. & District-Burdwan, J.L. No 79, R.S. Khatian No. 84, L.R. Khatian No. 647 (previously), L.R. Khatian No. 1001 (presently), Ward No. 13, Dag No. 658(P), Class-Shali, Area-27 decimals out of 1.30 acres, Dag No. 685(P), Class-Shali, Area-92 decimals out of 3.64 acres. Total Area (27+92) i.e. 119 decimals or 72 cottha more or less bounded by as follows:

ON THE NORTH : R.T.S. Sheds
ON THE SOUTH : N.H. - 2 (New G.T. Road)
ON THE EAST : Vacant land/Low lying area
ON THE WEST : Shed, two storied building etc.

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

SIGNED, SEALED AND DELIVERED by the

VENDOR at Kolkata in the presence of :-

1. *Sukanta Advocate*
10, Old Post Office St.
Kolkata
2. *Mukesh Shaw*
(Sd/-, LNO)
7, Kamandanga Road
Kolkata - 700046.

Nalayan Chandra Das
Advocate/Receiver

(SIGNATURE OF THE VENDOR)

*Kolkata, In Suit No-RP 23 of
DRT-1*




Additional Registrar of Assurance - III
Kolkata

- 9 APR 2016

SIGNED, SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of :-

1. Sachin Advocate

2. Mukesh Shaw

For
For NST Housing Development Pvt. Ltd.

Sunil Kola Shaw

Director

(SIGNATURE OF THE PURCHASER)

Drafted by :-

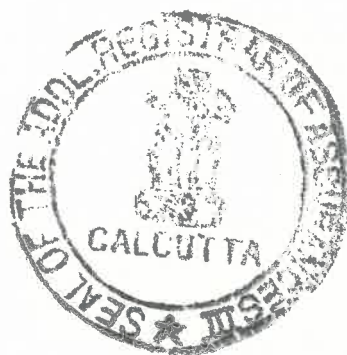
Jayabrata Basu Ray

JAYABRATA BASU RAY

Advocate

9, Old Post Office Street,
1st Floor,
Kolkata - 700 001

Typed By :-





Additional Registrar Assurance - III
Kolkata

11 APR 2015



RECEIPT AND MEMO OF CONSIDERATION

Pursuant to the orders passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I from time to time the sale of the subject property in the public auction was held by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I in execution of certificate in R.P. No. 23 of 2012 and in consideration thereof for a sum of Rs 2,40,00,000/- (Rupees two crore forty lac) only the purchaser had deposited the said amount of Rs 2,40,00,000/- (Rupees two crore forty lac) only alongwith poundage fee of Rs 2,40,200/- (Rupees two lac forty thousand two hundred) only before the Learned Recovery Officer, Kolkata Debts Recovery Tribunal – I.

witness:-

Mugesh Shaw
Advocate

Mugesh Shaw

Narayan Chandra Das

NARAYAN CHANDRA DAS
Advocate/ Receiver

Kolkata,
DRT-1



Additional Registrar of Assurance - III
Kolkata

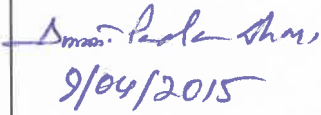
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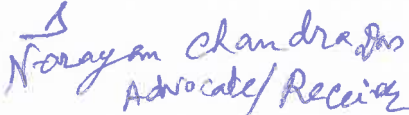
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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 03300 / 2015, Deed No. (Book - I , 00969/2015)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sakti Pada Dhar 20/1, Manindra Mitra Row, Kolkata, District:-, WEST BENGAL, India, Pin :-700009	 09/04/2015	 LTI 09/04/2015	 9/04/2015

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Narayan Chandra Das Address -42 C, Jawaharlal Nehru Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700071	Self	 09/04/2015	 LTI 09/04/2015	 Narayan Chandra Das Advocate/Receiver
2	Sakti Pada Dhar Address -20/1, Mahindra Mitra Row, Kolkata, District:-, WEST BENGAL, India, Pin :-700009	Self	 09/04/2015	 LTI 09/04/2015	 Sakti Pada Dhar

Name of Identifier of above Person(s)

Mukesh Shaw
7, Kamardanga Road, Kolkata, District:-, WEST
BENGAL, India, Pin :-700046

Signature of Identifier with Date


09/04/2015



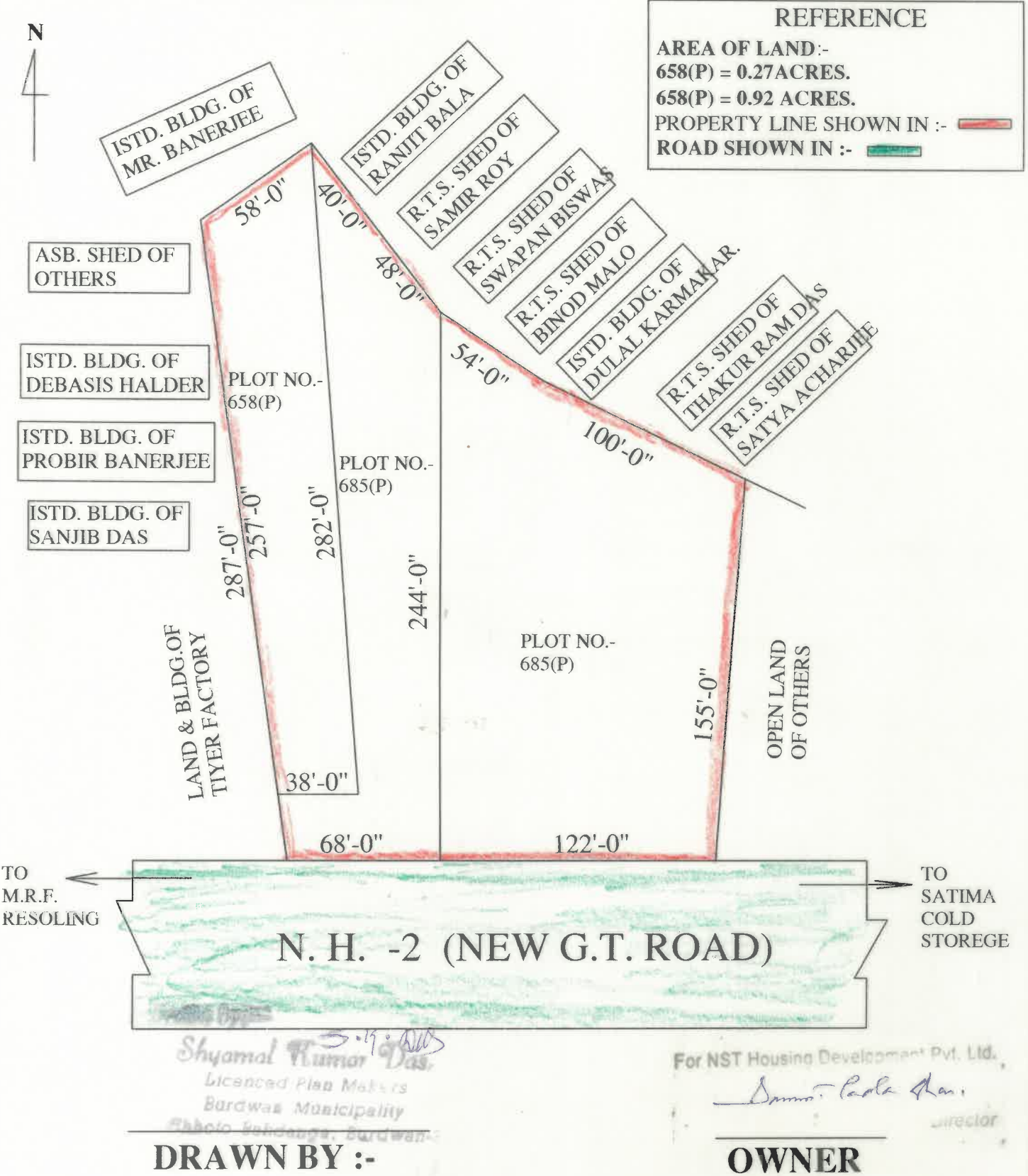

Additional Registrar of Assurance-III
Kolkata

(Sanatan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA



SKETCH PLAN FOR N.O.C. IN MOUZA - BECHERHAT, J.L. NO.- 79, L.R. PLOT NO.- 658(P), 685(P), R.S. KH. NO.- 84, L.R. KH. NO.- 1764, AT MAHALLA - N.H.-2 (NEW G.T. ROAD), WARD NO.- 13, P.S. & DIST. BURDWAN. UNDER THE MUNICIPALITY OF BURDWAN. NAME OF OWNER N.S.T. HOUSING DEVELOPMENT PVT. LTD. REPRESENTED BY DIRECTOR SAKTIPADA DHAR. S/O RAMENDRA KUMAR DHAR.





Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 00969 of 2015
(Serial No. 03300 of 2015 and Query No. 1903L000004817 of 2015)

On 09/04/2015

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 : 18, 5 of Indian Stamp Act 1899.

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 2,64,087/- paid online on 28/03/2015 7:28AM with Govt. Ref. No. 192014150022481121 on 28/03/2015 7:28PM, Bank: BANK Of INDIA, Bank Ref. No. 22162327 on 28/03/2015 7:28AM, Head of Account: 0030-03-104-001-16, Query No:1903L000004817/2015

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.-2,40,00,000/-

Certified that the required stamp duty of this document is Rs.- 1680020 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 16,80,020/- paid online on 28/03/2015 7:28AM with Govt. Ref. No. 192014150022481121 on 28/03/2015 7:28PM, Bank: BANK Of INDIA, Bank Ref. No. 22162327 on 28/03/2015 7:28AM, Head of Account: 0030-02-103-003-02, Query No:1903L000004817/2015

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

Presented for registration at 11.30 hrs on :09/04/2015, at the Office of the A.R.A. - III KOLKATA by Sakti Pada Dhar ,Claimant.

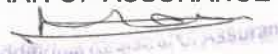
Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 09/04/2015 by

1. Narayan Chandra Das
Advocate/ Receiver, Learned Kolkata Debts Recovery Tribunal- I, Jawaharlal Nehru Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.
, By Profession : Others
2. Sakti Pada Dhar
Director, Nst Housing Development Private Limited, 20/1, Manindra Mitra Row, Kolkata, District:-, WEST BENGAL, India, Pin :-700009.
, By Profession : Business

Identified By Mukesh Shaw, son of Moti Lal Shaw, 7, Kamardanga Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700046, By Caste: Hindu, By Profession: Others.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Kolkata

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

09/04/2015 12:49:00

EndorsementPage 1 of 1



KOLKATA DEBTS RECOVERY TRIBUNAL – I
“Jeevan Sudha Building”, 9th Floor
42C, Jawaharlal Nehru Road, Kolkata – 700 071

(See Rule 63(1) of the Second Schedule to the Income Tax Act, 1961 as referred to in
Section 29 of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993)

ORDER OF CONFIRMATION OF SALE OF IMMOVABLE PROPERTY

This is to certify that NST Housing Development Pvt. Ltd. of 20/1, Manindra Mitra Row, Kolkata-700 009 has purchased for Rs.2,40,00,000/- (Rupees Two Crore Forty Lacs only) the immovable property specified below at a sale by public auction held on 26.09.14 in execution of Certificate No.RP/23/12 dated 17.10.12 issued by Learned Presiding Officer, Kolkata Debts Recovery Tribunal No. 1, in the matter of OA/94/12 between 1) Sheikh Abdul Sabir at Golaghat, Nimtala Masjid Sripally, Burdwan, West Bengal, Pin No.713103 2) Seikh Nazrul Islam at Balibazar Basti, P.O Raina, District-Burdwan, 3) Ismail Sk at Golaghat, P.S Burdwan Sadar, District Burdwan, 4) Jahir Kamal Sheikh at Golagram, Narugram, Raina, District Burdwan, Pin No.713421 5) Hafizul Hasan Molla at Mallikpara, Mollaset, District Burdwan, 6) Gurupada Nandi at Pratappur, Gopinathpur, District Bankura, 7) Sabnam Enterprises, at Golaghat, Nimtala Masjid, Sripally, Burdwan, West Bengal, Pin No.713103 8) Seikh Soharab at Bonogram, Natu, P.S Raina, District Burdwan. The full amount for the purchase money being Rs.2,40,00,000/- (Rupees Two Crore Forty Lacs only) has been paid within stipulated period.

No application under Rule 60/Rule 61/Rule 62 of the second schedule to the Income Tax Act, 1961 as referred to in Section 29 of the Recovery of Debts due to Banks and Financial Institutions Act, 1993 has been received for setting aside the sale within the stipulated period of thirty days from the date of sale.

Accordingly, the said sale is hereby confirmed.

SCHEDULE OF PROPERTY

Land situated at Sukanta Pally, Mouza-Becharhat, P.O Sripally, P.S & District-Burdwan, J.L.No.79, R.S Khatian No.84, L.R Khatian No.647 (Previously), L.R Khatian No.1001 (presently), Ward No.13, Dag No.658(P), Class-Shali, Area-27 decimals out of 1.30 acres, Dag No.685(P), Class-Shali, Area-92 decimals out of 3.64 acres. Total Area (27+92) i.e. 119 decimals or 72 cottahs more or less.

Given under my hand and seal of this Tribunal.

On this 18th Day of March, 2015.




(Subhendu Howladar)
RECOVERY OFFICER
Recovery Officer-I
Kolkata Debts Recovery Tribunal-I
Kolkata



[Signature]
Additional Registrar of Assurance - III
Kolkata

9 APR 2015



KOLKATA DEBTS RECOVERY TRIBUNAL – 1
42C, Jawaharlal Nehru Road, 9th Floor, Jeevan Sudha Building
KOLKATA – 700 071

(See Section 25, 28 and 29 Recovery of Debts Due to Banks and Financial Institutions Act, 1993 read with Rule 65 of the second scheduled to the Income Tax Act, 1961)

CERTIFICATE OF SALE OF IMMOVABLE PROPERTY

This is to certify that NST Housing Development Pvt. Ltd. of 20/1, Manindra Mitra Row, Kolkata-700 009 has been declared purchaser at a sale by public auction held on the 26th Day of September, 2014 of the under mentioned immovable property in execution of recovery certificate No.RP/23/12 dated 17.10.2012 issued by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal-1 in the Case No. OA/94/12 between ICICI Bank Limited Vs. Sheikh Abdul Sabir & Ors. for recovery of dues from 1) Sheikh Abdul Sabir at Golaghat, Nimtala Masjid Sripally, Burdwan, West Bengal, Pin No.713103 2) Seikh Nazrul Islam at Balibazar Basti, P.O Raina, District-Burdwan, 3) Ismail Sk at Golaghat, P.S Burdwan Sadar, District Burdwan, 4) Jahir Kamal Sheikh at Golagram, Narugram, Raina, District Burdwan, Pin No.713421 5) Hafizul Hasan Molla at Mallikpara, Mollaset, District Burdwan, 6) Gurupada Nandi at Pratappur, Gopinathpur, District Bankura, 7) Sabnam Enterprises, at Golaghat, Nimtala Masjid, Sripally, Burdwan, West Bengal, Pin No.713103 8) Seikh Soharab at Bonogram, Natu, P.S Raina, District Burdwan. The said sale has been duly confirmed and became absolute on 3rd Day of December, 2014

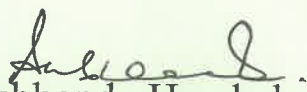
SCHEDULE OF PROPERTY

Land situated at Sukanta Pally, Mouza-Becharhat, P.O Sripally, P.S & District-Burdwan, J.L.No.79, R.S Khatian No.84, L.R Khatian No.647 (Previously), L.R Khatian No.1001 (presently), Ward No.13, Dag No.658(P), Class-Shali, Area-27 decimals out of 1.30 acres, Dag No.685(P), Class-Shali, Area-92 decimals out of 3.64 acres. Total Area (27+92) i.e. 119 decimals or 72 cottahs more or less.

Given under my hand and seal of this Tribunal.

On this 18th Day of March, 2015.




(Subhendu Howladar)
RECOVERY OFFICER
Recovery Officer-I
Kolkata Debts Recovery Tribunal-I
Kolkata



[Handwritten signature]

Additional Registrar of Assurance - 
Kolkata

- 9 APR 2015

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NST HOUSING DEVELOPMENT

PVT.LTD.

13/10/2001

Permanent Account Number

AACCN0189L

Signature

Dr. Parla Shri

In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTHSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटाएं :

आयकर पैन सेवा यूनिट : UTHSL

प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर,

नवी मुंबई-४०० ६१४.

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ACXPD7498Q

नाम /NAME
SAKTI PADA DHAR

पिता का नाम /FATHER'S NAME
RAMENDRA KUMAR DHAR

जन्म तिथि /DATE OF BIRTH
27-02-1959

हस्ताक्षर /SIGNATURE


आयकर आयुक्त, प.ब.-II
COMMISSIONER OF INCOME-TAX, W.B. - II

Sakti Pada Dhar,
Sakti Pada Dhar,

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
सहायक आयकर आयुक्त,
पी-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Assistant Commissioner of Income-tax,
P-7,
Chowringhee Square,
Calcutta- 700 069.



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

DKN5089479



নির্বাচকের নাম : শক্তি পদ ধর

Elector's Name : Sakti Pada Dhar

পিতার নাম : রমেন্দ্র কুমার ধর

Father's Name : Ramendra Kr Dhar

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ : 27/02/1959
Date of Birth

Sakti Pada Dhar

DKN5089479

ঠিকানা:

এক-123 সল্টলেক লেক সিটি, সেক্টর -2, ব্লক-এক,
ওয়ার্ড নং: 12, বিধাননগর উত্তর 24 পরগণা 700091

Address:

AK-123 SALT LAKE CITY, SECTOR-II,
BLOCK-AK, WARD NO. 12, BIDHAN
NAGAR NORTH 24 PARGANAS 700091

Date: 22/03/2009

116-বিধান নগর নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন

আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral

Registration Officer for

116-Bidhannagar Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
তোলা ও একই নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

120/0611



Mukesh Shaw

ANNEXURE " A "

Page No.- 34		Order Sheet (continuation)	
Case No. RP/23/12 OA/94/12		ICICI Bank Ltd. VS. Sheikh Abdul Sabir & Ors.	
Date of the order	Order with signature		with action and dated signature of parties when necessary
33/ 26.09.14	Ld. Adv. Mr. D. Mukherjee appeared for CHB. Ld. Adv. Mr. Basudev Mukherjee appeared for CD No.1. Mr. Manish Jain, Manager (Law), CHB was present. Joint Receivers Mr. Pradipta Biswas and Mr. N.C. Das were present. Ld. Adv. Mr. J. Basu Roy appeared for NST Housing Development Pvt. Ltd, buyer. Back ground In the matter, on failure of auction several times, parties were given liberty to submit offer of prospective buyers of the property situated at Becharhat, J.L. No.79, Dag No.658,(P), 685(P), Khatian No. 1001, Ward No.13, P.O. Sripally, Burdwan, West Bengal. On 26/8/14, CHB had filed offer letter from NST Housing Development Pvt. Ltd, 20/1, Manindra Mitra Row, Kolkata-700 009 for Rs.2.30 crores. While CD No.1 had filed offer letters of Sk. Rojab Ali (prop., Raj Trading Co.(Rajbhaban, Vill.Polempur, P.O Kamal Pur, Dist. Burdwan, Pin Code No.713101), Tapas Kumar (prop., Badsa Food Products, at Bankuramore, Muckhanda, Burdwan, Dist. Burdwan, Pin No.713101.) and Rakibul Hussain (prop., Metro Builders & Contractors, at Nilpur, Sripally, Burdwan, P.O Sripally, Dist. Burdwan, Pin No.713103) for Rs.2.90 crores, Rs.2.50 crores and Rs.2.35 crores respectively. On the same date, CD No.1 submitted that there was another prospective buyer of the property, who might offer more than the offers given above. Therefore, CD No.1 prayed for short time for filing their offer letter. CHB submitted that in case, no more offer with regard to this property was received on the next date, higher bidder may be decided on the basis of offers received that date (i.e., 26/8/14). On 22/9/14, NST Housing Development Pvt. Ltd submitted that they are enhancing their offer to Rs.2.40 cores for the property and deposited amount of Rs.25.00 lacs through BOI DD No.015324 dated 22/9/14. CD No.1 filed copy of letter dated 11/9/14 addressed to CHB for permission to enter into agreement for sale of the property for Rs.2.90 crores and copy of letter dated 22/9/14 for settlement for Rs.25.00 crores towards settlement of entire dues in RP Nos.21/12, 22/12, 23/12, 24/12 & 25/12. With regard to these letters, CHB submitted that their Bank did not agree with the requests/proposals. CD No.1 has consented to sale of the property below reserve price. Parties present submitted that last date for submission of EMD may be fixed on 25/9/14 and date of inter-se bidding on 26/9/14. Date of EMD/inter-se bidding as submitted is allowed. On 25/9/14, an application filed by CD No.1. for recalling order dated 22/9/14 by setting aside wrong recording that CD No.1 has consented to sell the property below reserve price. Issue at present Today was to consider the offer EMD of which was received till 25/9/14 (last date of deposit EMD) and to hear the application of CD No1 filed on 25/9/14. CD No1's argument Adv. For CD No.1 submitted that there is no specific order as to having consented to the sale		

Case No. RP/23/12
OA/94/12

ICICI Bank Ltd. VS. Sheikh Abdul Sabir & Ors.

Date of
the order

Order with signature

with action
and dated
signature of
parties
when
necessary

below reserve price of Rs.2.90 crores and hence he is objecting to the sale of Rs.2.40 crores, which is below reserve price.

CHB's argument

Adv. For CHB submitted that yesterday, i.e., 25/9/14 was the last date for depositing EMD but no EMD was deposited by CD No.1's offerers, i.e., (1) Sk. Rojab Ali (prop., Raj Trading Co.(Rajbhaban, Vill.Polempur, P.O Kamal Pur, Dist. Burdwan, Pin Code No.713101), (2) Tapas Kumar (prop., Badsa Food Products, at Bankuramore, Muckhanda, Burdwan, Dist. Burdwan, Pin No.713101.) and (3) Rakibul Hussain (prop., Metro Builders & Contractors, at Nilpur, Sripally, Burdwan, P.O Sripally, Dist. Burdwan, Pin No.713103) pursuant to their offeres of Rs.2.90 crores, Rs.2.50 crores and Rs.2.35 crores respectively.

CHB further submitted that CD No.1 was present before the bench on last two days. CD No.1 sought time of two days for deposit of EMD but failed to deposit the same. Further, in para 21 of the application filed by CD No. 1 on 25/9/14 for recalling the order no.31 dated 22/9/14 by setting aside wrong recording that CD No.1 has consented to sell the property below reserve price. Besides above, there is no prayer for setting aside sale by private treaty (below reserve price).

NST Housing Development Pvt. Ltd

Mr. J. Basu Roy submitted that in case of single bidder the amount offered by the bidder may be considered as reserve price.

Our observations/directions

From the above, it appears that on 26/8/14, CD No.1 filed offer 3 offer letters, in which offers of 2 buyers are below reserve price. This action of CD No.1 has given consent to sell the property below reserve price, which CD No.1 admitted in his affidavit filed on 25/9/14 that, "on 26/8/14 your petitioner (CD No.1) has arranged 3 buyers who are interested to purchase the said property". Now, he can not contradict their actions and statements. It appears dilatory method to avoid recovery. No EMD has been received other than NST Housing Development Pvt. Ltd. Hence, offer of Rs.2.40 crores made by NST Housing Development Pvt. Ltd is allowed.

NST Housing Development Pvt. Ltd is directed to pay Rs.35.00 lacs, i.e., remaining amount of 25% of the sale price immediately by way of DD in favour of "Recovery Officer, DRT I, Kolkata". Since, Bank's business is closed today and next two days are holidays (being Saturday & Sunday), NST Housing Development Pvt. Ltd is allowed to pay the same on 29/9/14. NST Housing Development Pvt. Ltd is directed to pay 75% of sale price Rs.1.80 crores, within 15 days from today, i.e., by 10/10/14 by way of DD in favour of "Recovery Officer, DRT I, Kolkata". Necessary order on poundage fee will be passed on the next date.

Union Bank India, Dharmatolla Branch, Kolkata is directed to keep Rs.25.00 lacs being BOI DD No.015324 dated 22/9/14 in no lien interest bearing account till further order.

Next date is 10/10/14 for compliance. Copy of the order be given all parties.

[Signature]
Recovery Officer

ANNEXURE " B "

Page No.- 8

Order Sheet (continuation)

Case No. Appeal 3/2014

Sk. Abdul Sabir Vs. ICICI Bank Ltd.

Date of the
order

Order with signature

Office action with
date and dated
signature of
parties when
necessary.7
28/11/14

Learned Advocate Mr. Basudev Mookerji appears for the Appellant.

Learned Advocate Mr. Debashish Mukherji appears for the respondent Bank.

rm

Learned Advocate Mr. J.Basu Ray appears for the Defendant No.2 NST Housing Development Private Limited.

Learned Advocate Mr. Basudev Mookerji appearing for the Appellant submits that their client has already arranged for the fund but the fund is yet to arrive and he wants further time of 15 days to deposit the same. Today neither the Appellant came up with the proposal for payment or the upfront payment to the balance amount so as to enable to consider their offer.

4414
01.12.14

Ld. Advocate Mr. J.Basu Ray appearing for the highest bidder submits that since his client is the highest bidder, either the sale should be confirmed and/ or they may be permitted to withdraw their offer and refund the sale consideration with interest and compensation.

Learned Advocate Mr. Debasish Mukherji appearing for the Bank strongly objected to the contention of the Appellant and submits since the Appellant has failed time to time no reliance



Date of the
order

Order with signature

Order with
date and
signature of
parties when
necessary

can be made on the delay for depositing the amount on the extended date as prayed for and in the mean time, if the Respondent No.2 withdraws their offer and the Appellant failing to comply, the Bank will have left with no buyer and they have to start proceeding of sale de novo.

In the above circumstances, I think enough time has been given to the Appellant to bring the money in terms of his proposal. The Respondent No.2 has already invested the money and declared the highest bidder in the sale dated 26th September, 2014. Till date they could not get the property ^{bought} brought for the present application. Passing of any order would be prejudicial to the interest. ~~since~~ We have given several opportunities to bring money to the Appellant and despite the undertaking of the Ld. Advocate for the Defendant no money could be brought as promised.

In the above circumstances, I am not inclined to allow the Appeal. Hence, Appeal No.3 of 2014 is dismissed.

During the pendency of the proceeding as per the direction of the Tribunal the Appellant has deposited Rs.25 lacs. The Registrar is directed to take necessary steps for making payment of Rs.25 lacs to the Bank for appropriation.

Copy of the order be given to the parties.



Additional Registrar of Assurance - III
Kolkata

9 APR 2015

[Handwritten signature]

ANNEXURE "C"

Page No.- 39		Order Sheet (continuation)	
Case No. RP/23/12 OA/94/12		ICICI Bank Ltd. VS. Sheikh Abdul Sabir & Ors.	
Date of the order	Order with signature		with action and dated signature of parties when necessary
38/ 03.12.14	Ld. Advocate Mr. Debasish Mukherjee appeared for CHB. Ld. Advocate Mr. Basudev Mukherjee appeared for CD No.1. Ld. Advocate Mr. J. Basu Roy appeared for purchaser NST Housing Development Pvt. Ltd. Mr. Manish Jain, Manger-Law appeared for CHB. Mr. Pradipta Biswas, Jt. Receiver/CHB Officer was present. It is submitted by CHB/purchasers that appeal filed against the sale of the property has been dismissed by Ld. Presiding Officer on 28.11.2014 vide Order No.7 in Appeal No.3/2014. Hence, sale of the property may be confirmed and sale certificate issued. CHB further prayed for direction for appropriation of the sale proceeds. CHB/purchaser produced copy of Ld. P.O's order dated 28.11.2014. Ld. Advocate J. Basu Roy of purchaser filed an application with requisite fee for confirmation of sale and issuance of sale certificate and further prayed for registration of sale certificate and delivery of possession of the property lying and situate at Becharhat, J.L. No.79, Dag No. 658(P) Khatian No. 1001 Ward No.13, P.O. Sripally, Burdwan, West Bengal. Ld. Advocate for CD No.1 filed an application with requisite fee for not to passing any sale certificate in favour of Successful Purchaser i.e. NST Housing Development Pvt. Ld. Advocates for CHB and purchaser submitted that there is no stay order against confirmation of sale and issuance of sale certificate and the Purchaser have deposited entire amount of sale proceeds and poundage fee. Hence, application of CD No.1 cannot be acceded and direction for confirmation of sale and issue of sale certificate may be passed. Ld. Advocate for purchaser has referred provision of Order 41 Rule 5 of Code of Civil Procedure which reads: - "5. Stay by Appellate Court – (1) An appeal shall not operate as a stay of proceedings under a decree of order appealed from except so far as the Appellate Court may order, nor shall execution of a decree be stayed by reason only of an appeal having been preferred from the decree; but the Appellate Court may for sufficient cause order stay of execution of such decree." In this regard Ld. Advocate for purchaser further referred decision of Hon'ble High Court in the case Messers Premier Woodcrafts Pvt. Ltd. –Vs- Messers Darbari Udyog and others, in C.O. No. 3542 of 1991, D/-23-3-1993 reported in AIR 1994 CALCUTTA 141, the relevant portion of the decision in Para 14 is as emphasized, as under: "An appeal shall not operate as a stay of proceedings under a decree or order appealed from Contd.....40...		1723 3/12/14

Page No.- 40

Order Sheet (continuation)

Case No. RP/23/12
OA/94/12

ICICI Bank Ltd. VS. Sheikh Abdul Sabir & Ors.

Date of
the order

Order with signature

with action
and dated
signature of
parties
when
necessary

except so far as the Appellate Court may order, nor shall execution of a decree be stayed by reason only of an appeal having been preferred from the decree; but the Appellate Court may for sufficient cause order stay of execution of such decree"

The provisions of rules 63, 65 and 86 of the Second Schedule of the Income Tax, which is applicable in recovery proceedings under DRT Act. are as under:-

"63 (1) Where no application is made for setting aside the sale under the foregoing rules or where such an application is made and disallowed by the Tax Recovery Officer, the Tax Recovery Officer shall (if the full amount of the purchase money has been paid) make an order confirming the sale, and, thereupon, the sale shall become absolute.

(2) Where such application is made and allowed, and where, in the case of an application made to set aside the sale on deposit of the amount and penalty and charges, the deposit is made within thirty days from the date of the sale, the Tax Recovery Officer shall make an order setting aside the sale:

Provided that no order shall be made unless notice of the application has been given to the persons affected thereby."

"65. (1) Where a sale of immovable property has become absolute, the Tax Recovery Officer shall grant a certificate specifying the property sold, and the name of the person who at the time of sale is declared to be the purchaser.

(2) Such certificate shall state the date on which the sale became absolute."

"86. [(1) An appeal from any original order passed by the Tax Recovery Officer under this Schedule, not being an order which is conclusive, shall lie to the Chief Commissioner or Commissioner.]

(2) Every appeal under this rule must be presented within thirty days from the date of the order appealed against.

(3) Pending the decision of any appeal, execution of the certificate may be stated in the appellate authority so directs, but not otherwise.

(4) Notwithstanding anything contained in sub-rule (1), where a Chief Commissioner or Commissioner is authorized to exercise powers as such in respect of any area, then, all appeals against the orders passed before the date of such authorization by any Tax Recovery Officer authorized to exercise powers as such in respect of that area, or an area which is included in that area, shall lie to such (Chief Commissioner or Commissioner)"

In the above, I do not find any ground to allow application of CD-1 for not to passing any direction for sale certificate in favour of the purchaser NST Housing Development Pvt. Ltd. Hence, the application is dismissed.

Additional Registrar of Assurance - 18
Kolkata
Contd.....41...

9 APR 2015

Page No.- 41		Order Sheet (continuation)	
Case No. RP/23/12 OA/94/12		ICICI Bank Ltd. VS. Sheikh Abdul Sabir & Ors.	
Date of the order	Order with signature		with action and dated signature parties when necessary
	In view of the above, the sale of the property lying and situate at Becharhat, J.L. No.79, Dag No. 658(P) Khatian No. 1001 Ward No.13, P.O. Sripally, Burdwan, West Bengal, in favour of the purchaser NST Housing Development Pvt. Ltd. is hereby confirmed. Department is directed to issue order of confirmation of sale and certificate of sale in favour of the purchaser NST Housing Development Pvt. Ltd. Poundage fee of Rs.2,40,200/- (Rupees Two lakhs Forty thousand Two hundred only) being BOI Draft No.015367 dated 7.10.2014 deposited on 1.12.2014 be given to Registrar, DRT-I, Kolkata. Next date is 8.12.2014 for further steps/compliance. Plain copy of the order be given to all parties.  Recovery Officer-I Kolkata Debt Recovery Tribunal-I Kolkata		




Additional Registrar of Assurance - Mr.
Kolkata

9 APR 2015

ANNEXURE "D"

Minutes of the meeting held on 13.12.2014 at Becharhat, Sripally
Dist: Bardhaman

Before the Debt Recovery Tribunal No-1, Kolkata
R.D. No 23 of 2012
O.D. No 94 of 2012
ICICI Bank Ltd
vs
Shesha Abdul Saliu Khan

Present:

- 1) Narayana Chandra Das Asst Govt Receiver
- 2) Debashish Mukherjee Advocate for ICICI Bank
- 3) Pradipta Kumar Biswas, Manager
ICICI Bank / Receiver
- 4) Jayabrata Brahm Ray Advocate for
NST Housing Pvt Ltd, Purchaser
- 5) Shaktipada Das, Director NST
Housing & Development Pvt Ltd

By an order dated 8.12.2014 passed by the Deemed Recovery Officer of DRT-1, Kolkata, direction was given to me to hand over physical possession of the property lying and situate at Becharhat, P.O. Sripally, IL No-79, Dog No 158 (P), Khatoon No-1001, Ward No-13, District - Bardhaman to the authorized person of the Purchaser Company i.e. NST Housing & Development Pvt Ltd and obtain WR of Satisfaction from the Purchaser.

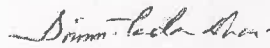
Pursuant to the said direction given by the Deemed Recovery Officer, I alongwith the other 2 Receiver and the representatives of the Purchaser visited the spot on 13.12.2014 for the purpose of handing over the physical possession of the property in question. On reaching the spot after verification I handed over the physical possession of the property in question to the purchaser and also obtained a WR of







For NST Housing Development Pvt. Ltd.



101

" ANNEXURE "




Additional Registrar of Assurance - III
Kolkata

- 9 APR 2015

ANNEXURE " E "

**Government of India
Ministry of Finance
Department of Financial Services
KOLKATA DEBTS RECOVERY TRIBUNAL -I
"Jeevan Sudha Building, 9th Floor,
42C, Jawaharlal Nehru Road, Kolkata - 700 071**

No. Case No. RP/23/2012

Date : 18/03/15

To

1) The Registrar of Assurances,
5, Government Place,
Kolkata- 700 001

2) The Additional District Sub-Registrar,
Burdwan,
West Bengal,
Pin No.713101

Sub : Forwarding of Sale Certificate and order of Confirmation of sale dated 18/03/15 in respect of immovable property land situated Sukantapally, Mouza-Becharhjat, P.O Sripally, P.S & District Burdwan, J.L.No.79, R.S Khatian No.84, L.R. Khatian No.647 (previously), , L.R Khatian No.1001(presently), Ward No.13, Dag No.658(P), Class-Shali, Area-27 decimals out of 1.30 acres, Dag No.685(P), Class-Shali, Area-92 decimals out of 3.64 acres. Total area (27+92) i.e. 119 decimals or 72 cottahs more or less

Sir,

I am forwarding herewith a copy of the Sale Certificate and Order of Confirmation of sale dated 18/03/15 of aforesaid immovable property which was sold in public/e-auction conducted by this Tribunal for registration of the same in favour of successful purchaser NST Housing Development Pvt. Ltd., 20/1, Manindra Mitra Row, Kolkata-700 009, West Bengal.

Please acknowledge receipt of the same.

Encl:As above

Copy to:

Mr. J. Basu Roy, Advocate
Purchaser NST Housing Development Pvt. Ltd

Yours faithfully

(Subhendu Howladar)
RECOVERY OFFICER

Recovery Officer-I
Kolkata Debts Recovery Tribunal-I
Kolkata

ANNEXURE



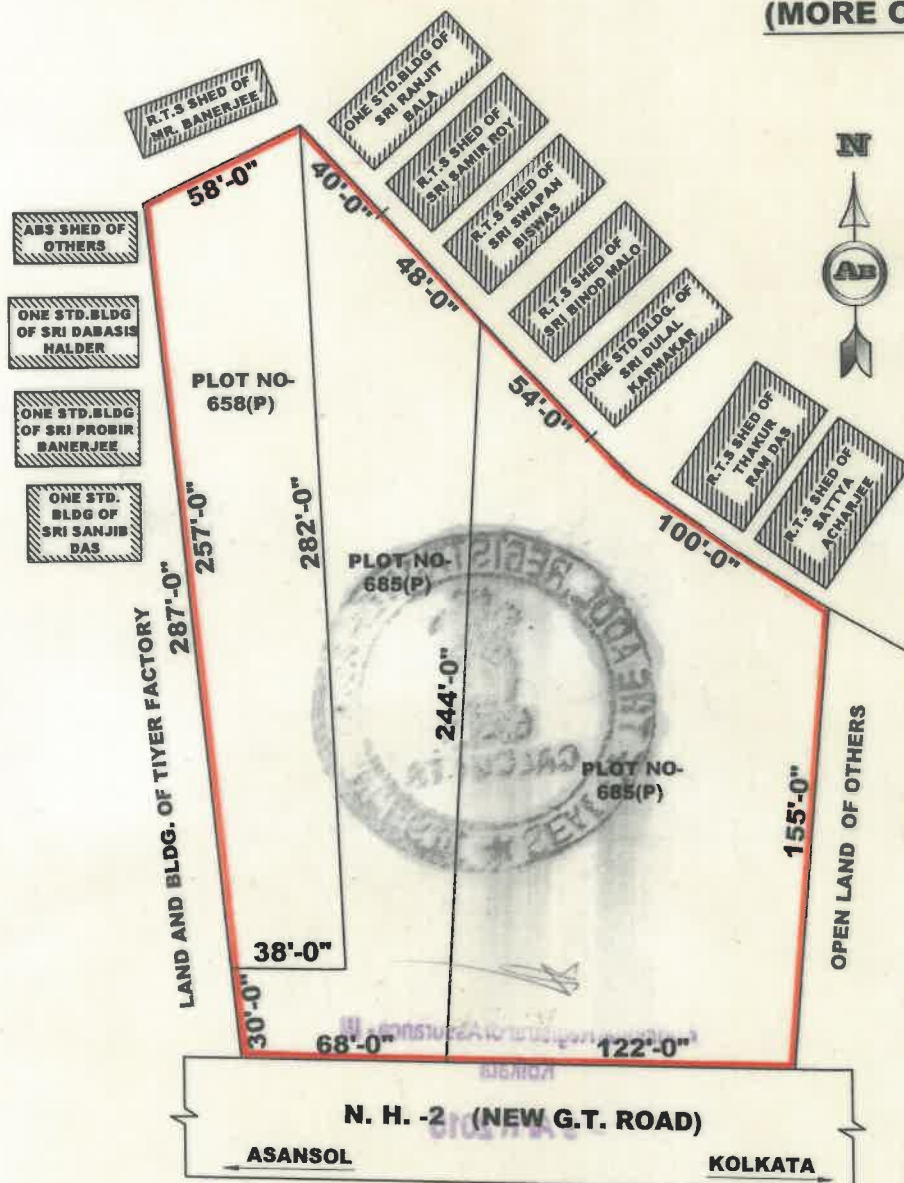
Additional Registrar of Assurance - III
Kolkata

- 9 APR 2015

**SKETCH MAP SHOWN IN RED COLOUR OF MOUZA - BECHARHAT,
J.L. NO-79, SHEET NO-1, L.R. PLOT NO- 658(P), 685 (P), R.S. KH.NO- 84,
R.KH.NO-647, AT MAHALLA- N.H.-2 (NEW G.T.ROAD), WARD NO-13,
HOLDING NO- ,P.S. & DIST-BURDWAN, UNDER BURDWAN
MUNICIPALITY.**

SCALE - 1"=64'-0"

LAND AREA :- 658(P) = 0.27 ACRES.
685(P) = 0.92 ACRES.
TOTAL = 1.19 ACRES.
(MORE OR LESS)



Aparaj Biswas.

MODERN CONSULTANCY
MR. APARAJ BISWAS
Building Planner, Estimator & Surveyor
3 No. Lichutala Colony,
Chandannagore, Hooghly
Licence-No.-106(C.M.C.)
Mob.- 9433983927

DRAWN BY

For NST Housing Development Pvt. Ltd.

Sumit Patel Shm.
Director

Narayan chandra Das
Advocate/Receiver
In Suit No-R P-23 of 2012
Kolkata
DRT-1

SIGN.OF VENDOR

SIGN.OF PURCHASER

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

19-2014-15-002248112-1

Payment Mode: Online Payment

GRN Date: 28/03/2015 19:23:21

Bank: BANK OF INDIA

BRN: 22162327

BRN Date: 28/03/2015 07:28:21

DEPOSITOR'S DETAILS

Id No.: 1903L000004817/1/2015

(Query No./Query Year)

Name: INST HOUSING DEVELOPMENT PRIVATE
Contact No: LIMITED Mobile No: 91 9830043273
E-mail:
Address: 201 MANINDRA MITRA ROW
KOLKATA - 700009
Applicant Name: Soumen Khan
Office Name: A.R.A. - III KOLKATA, Kolkata
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl No.	Identification No.	Description	Head of A/C	Amount (₹)
1	1903L000004817/1/2015	Property Registration- Stamp Duty	0030-02-103-003-02	1780020
2	1903L000004817/1/2015	Property Registration- Registration Fees	0030-03-104-004-16	254087
Total				1944107

In Words: Rupees Nineteen Lakh Forty Four Thousand and Seven only




Additional Registrar of Assurance - III
Kolkata

- 9 APR 2015

SPECIMEN FORM FOR TEN FINGERPRINTS



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

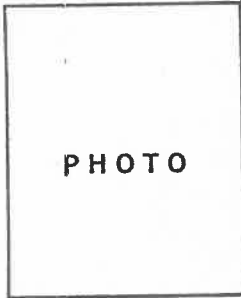
Smmi Paole shon
Narayam Chandan Das
Advocate/Receiver



	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					



	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					



Handwritten text, possibly a signature or date, oriented vertically.



Additional Registrar of Assurance - 
Kolkata

9 APR 2015





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

90AA 217754

BEFORE THE LD. FIRST CLASS MAGISTRATE, ~~AKHIL~~

AFFIDAVIT



I, **SAKTIPADA DHAR**, son of Ramendra Kumar Dhar, deceased, aged about 56 years, of No. 20/1, Manindra Mitra Row, P.S. Muchipara, Kolkata- 700009, by Nationality- Indian, by Religion- Hindu and by Occupation- Service, as the director of N.S.T. Housing Development (P) Ltd, a company incorporated under the Companies Act, 1956, having its

531

06 APR 2015

No. Date
Sold to
Address
Rs. P.
ANJUSHREE BANERJEE
L.S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001

NST Housing Development (P) Ltd.
20/1 Narindara Mitha Rd,
KOL-9.

06 APR 2015



[Signature]

Additional Registrar, Kolkata

- 9 APR 2015



Registered office at 20/1, Manindra Mitra Row, P.S. Muchipara, Alipura - 700009, do hereby solemnly affirm and say follows :-

That I am/or my company have no connection with the Ld. Receiver Mr. Narayan Chandra Das.

That the statements contained in foregoing paragraphs are true to my knowledge.

For NST Housing Development Pvt. Ltd.

Dhiman Panda Sharma

Director

DEPONENT

Identified by

Dipak Saha
Advocate

Affidavit.....No. 677.....
Solemnly affirm to before on this.....7th.....
day of.....Apr.....201..5.....by the declaration
is proper identification of the swearor

[Signature]
Judicial Magistrate
1st Class, Alipur



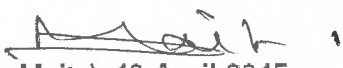

Additional Registrar Assurance - II
Kolkata

- 9 APR 2015

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 3738 to 3771
being No 00969 for the year 2015.




(Sanatan Maity) 10-April-2015
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

DATED THIS THE 31st DAY OF MARCH, 2015

BETWEEN

SRI NARAYAN CHANDRA DAS

... ... Advocate/Receiver/Vendor

AND

NST HOUSING DEVELOPMENT PRIVATE
LIMITED

... ... Purchaser

DEED OF CONVEYANCE

JAYABRATA BASU RAY
ADVOCATE
9, OLD POST OFFICE STREET,
1ST FLOOR,
KOLKATA - 700 001
PH NO : 98302 - 21327(M)