

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Allput South 24 Parganas

2 0 AUG 2009

THIS INDENTURE made this the 20<sup>th</sup> Day of August, 2009 <u>BETWEEN SMT.</u>

ALPANA ROY, widow of Late Ranadhir Roy, by faith - Hindu, by occupation 
Housewife of Anami Ratan Pally, Police Station: Shantiniketan, District - Birbhum -

WS. ENTERPRISES

Mariner

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Address Date 1880 5000 (own (0) 2 SWARUP CHANDRA



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Haraprosad Sinharog Aerocate Hist court calcutta

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 22 Page from 649 to 663 being No 05376 for the year 2009.





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(Kalobaran Parai) 26-August-2009 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS Office of the D.S.R.-III SOUTH 24-PARGANAS West Bengal

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# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R.-III SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 04986 / 2009

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Md. Haider Khan			nd Haider Chan 20/8/09
	20/08/2009	LTI 20/08/2009	all stor

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

SI No.	Admission of Execution By	Status	Photo	Einger Driet	
			Piloto	Finger Print	Signature
1	Smt. Alpana Roy Address -Anami Ratan Pally Dist- Birbhum	Self		LTI	Afrance Por
N			20/08/2009	20/08/2009	
2	Md. Haider Khan Address -22, Zakeria Street Kolkata	Self		LTI	Md Harder Oh
	*		. 20/08/2009	20/08/2009	
3	Mr. Shahzad Saigal Address -43 A, Palm Avenue Kolkata	Self		LII	Shahzad Seige
		2	20/08/2009	20/08/2009	
4	Mr. Nadeem Saigal Address -43 A, Palm Avenue Kolkata	Self	(Corp.)		Nadeen Snig
			ALT .	LTI	
			20/08/2009	20/08/2009	

Name of Identifier of above Person(s) Haraprosad Sinharou PS-., High Court Kolkata

Signature of Identifier with Date

araprobal Sinharon

(Kalobaran DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS Office of the D.S.R.-III SOUTH 24-PARGANAS

Page 1 of 1

20/03/2009

# Government Of West Bengal Office of the D.S.R.-III SOUTH 24-PARGANAS ALIPORE

Endorsement For deed Number :I-05376 of :2009 (Serial No. 04986, 2009)

### On 20/08/2009

# Certificate of Admissibility(Rule 43)

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:

Fee Paid in rupees under article: A(1) = 35871/- E = 14/- H = 28/- M(b) = 4/- on: 20/08/2009

# Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-3261803/-

Certified that the required stamp duty of this document is Rs 228346 /- and the Stamp duty paid as: Impresive Rs-5000

### Deficit stamp duty

Deficit stamp duty 1.Rs 27346/- is paid, by the draft number 810702, Draft Date 19/08/2009 Bank Name STATE BANK OF INDIA. Bangur Avenue, Kol, received on :20/08/2009. 2.Rs 49000/- is paid, by the draft number 810709, Draft Date 19/08/2009 Bank Name STATE BANK OF INDIA, Bangur Avenue, Kol, received on :20/08/2009. 3.Rs 49000/- is paid, by the draft number 810708, Draft Date 19/08/2009 Bank Name STATE BANK OF INDIA, Bangur Avenue, Kol, received on :20/08/2009 4.Rs 49000/- is paid, by the draft number 810710, Draft Date 19/08/2009 Bank Name STATE BANK OF INDIA, Bangur Avenue, Kol, received on :20/08/2009. 5.Rs 49000/- is paid, by the draft number 810707, Draft Date 19/08/2009 Bank Name STATE BANK OF INDIA, Bangur Avenue, Kol, received on :20/08/2009.

# Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 11.43 hrs on :20/08/2009,at the Office of the D.S.R.-III SOUTH 24-PARGANAS by Haider Khan,one of the Claimants.

# Admission of Execution(Under Section 58)

Execution is admitted on 20/08/2009 by

1. Smt. Alpana Roy. wife of Late Ranadhir Roy ,Anami Ratan Pally Dist- Birbhum ,Thana Shantiniketan, By caste Hindu,by Profession :House wife

2 Md Haider Khan, son of Late Shahzada Khan ,22, Zakeria Street Kolkata ,Thana Jorasanko,Pin 700073. By caste Muslim,by Profession :Business

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DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

OFFICE OF THE DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Govt. of West Bengal

Page: 1 of 2

WS. ENTERPRISES

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# Government Of West Bengal Office of the D.S.R.-III SOUTH 24-PARGANAS ALIPORE

Endorsement For deed Number :1-05376 of :2009 (Serial No. 04986, 2009)

3. Mr. Shahzad Saigal, son of Late Shafique Saigal ,43 A, Palm Avenue Kolkata ,Thana Karaya,Pin 700019, By caste Muslim,by Profession :Business

4 Mr. Nadeem Saigal, son of Late Shafique Saigal ,43 A, Palm Avenue Kolkata ,Thana Karaya,Pin 700019, By caste Muslim,by Profession Business

Identified By Haraprosad Sinharou, son of ... High Court Kolkata Thana: ., by caste Hindu, By Profession : Advocate

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DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
OFFICE OF THE DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

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Page: 2 of 2

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Alipur South 24 Parganas

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731–235, hereinafter collectively called the <u>VENDOR</u> (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives) of the <u>ONE PART</u>;

#### AND

(1) MR. SHAHZAD SAIGAL. (2) MR. NADEEM SAIGAL both sons of late Shafique Saigal, by faith - Muslim, by occupation - Business, residing at Premises No.43A, Palm Avenue, Police Station - Karaya, Kolkata - 700 019, previously residing at Premises No.2, Biplabi Anukul Chandra Street, Police Station - Bowbazar, Kolkata - 700 072, District - south 24-Parganas and (3) MD. HAIDER KHAN, son of Late Shahzada Khan, By Faith - Muslim, by Occupation - Business, residing at Premises No.22, Zakeria Street, Police Station - Jorasanko, Kolkata - 700 073, hereinafter collectively called the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives & assigns) of the OTHER PART:

WHEREAS Rai Sahib Dr. Probodh Chandra Roy, since deceased and son of late Jasoda Kumar Roy, during his life time, by virtue of a Deed of Indenture, executed on 20th Day of September, 1927, purchased on valuable consideration from one Baidyanath Roy, son of Late Mohendra Nath Roy ALL THAT piece or parcel of land measuring by estimation 4 bighas, be the same a little more or less together with two storied building/structures, garages along with boundary walls, yards and courtyards, trees, easements and appurtenances, being Holding No. 39, Division – 4, Sub-Division-G, being Premises No.6, Tiljala Road, subsequently known and numbered 6 & 6/1, Tiljala Road, Police Station – Beniapukur, within Sub-Registry Office – Sealdah, District – 24-Parganas, morefully described in the schedule thereunder written AND WHEREAS the said Deed was registered in the Office of the Sub-Registrar at Sealdah, duly entered into Book No.1, Volume No.23, Pages – 199 to 210, Being No.1713 for the Year 1927

AND WHEREAS the said Rai Sahib Dr. Probodh Chandra Roy, since deceased, while seized and possessed of and was in enjoyment of the aforesaid property, as Lessor, he executed a Deed of Lease on 29th Day of March, 1945 unto and in favour of one Md. Yusuf, Md. Bashir and Md. Omar, son of Hazi Quimdui for a term of 10 years, commencing from 15th Day of February, 1945 in respect of ALL THAT piece or parcel of land, measuring 16 cottahs, 6 chittaks and 14 square feet, but on actual measurement 17 cottahs, be the same a little more or less, lying and situate at and being portion of Premises No. 6/1, Tiljala Road, formerly the northern portion of Premise No. 6, Tiljala



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Road, Holding No.39, Division-4, Sub-Division-G, Police Station - Beniapukur, Sub-Registration Office at Sealdah, District - 24-Parganas, on certain terms and conditions mentioned in the said Deed of Lease <u>AND WHEREAS</u> the said Deed was duly registered in the Sub-Registration Office at Sealdah, duly entered into Book No.1, Volume No.21, Pages 85-91, Being No.579, for the Year 1945.

AND WHEREAS the said Dr. Probodh Chandra Roy, while seized and possessed of and/or sufficiently entitled to ALL THAT piece or parcel of land containing by estimation the aforesaid 4 bighas, be the same a little more or less, being Premises No. 6, Tiljala Road, now 6 & 6/1, Tiljala Road, Police Station - Beniapukur, he executed a Deed of Permanent Lease on 20th Day of August, 1961 unto and in favour of his 2 sons, Prosanto Kumar Roy and Prosun Kumar Roy, being the lessees therein on certain terms and conditions thereunder written AND WHEREAS the said Deed of Lease was also registered in the Office of Sub-Registrar Sealdah, duly entered into Book No.1, Volume No.32, Pages 269-276, Being No.2311 for the year 1961 AND WHEREAS the said Rai Sahib Dr. P.C. Roy, during his life time also mutated his name in the Register of K.M.C. as Owner in respect of Premises No.6/1, Tiljala Road, Police Station - Beniapukur.

AND WHEREAS the said Dr. Probodh Ch. Roy, died intestate on 20th September, 1961, leaving behind him his two sons namely, Prosanto Kumar Roy, since deceased and Sri Prosun Kumar Roy as his only heirs and legal representatives, who by inheritance, became the owners each having undivided 50% shares in respect of the property held by the deceased AND WHEREAS Prosanto Kr. Roy died intestate on 19th December, 1973. leaving behind him his widow, Gita Roy, his married daughter, Smt. Krishna Bandopadhyay, his two sons, viz. Priyobroto Roy and Ranadhir Roy, who jointly inherited the property held by their predecessor-in-interest Late Prosanto Kumar Roy AND WHEREAS the said Gita Roy also died intestate on 31st August, 1975, leaving behind her the aforesaid married daughter and two sons, as mentioned herein above who jointly inherited the undivided share of the property held by their parents/predecessor-ininterest AND WHEREAS Priyobroto Roy also died intestate on 5th January, 1982, leaving behind him his widow, Smt. Dipa Roy, son, Sri Prodipto Roy and married daughter, Smt. Seventi Roy, as his only heirs, who jointly inherited the undivided 1/3rd share held by their predecessor-in-interest, Priyobroto Roy AND WHEREAS Ranadhir Roy, the other son of Late Prosanto Roy also died intestate on 24th March, 1989, leaving behind him his widow, Smt. Alpana Roy, being the only heir, who inherited the undivided 1/3<sup>rd</sup> share held by her deceased husband, Ranadhir Roy.

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AND WHEREAS it may be mentioned that Sri Prosun Kumar Roy, son of Late Rai Saheb Dr. Probodh Chandra Roy, by virtue of a Registered Deed of Instrument, duly executed on 10<sup>th</sup> Day of September, 2008, duly transferred and/or conveyed on valuable consideration unto and in favour of the party of the 2<sup>nd</sup> part herein his undivided 50% share or interest of the land measuring 8 cottahs, 8 chittaks out of 17 cottahs of land together with asbestos sheds/structures, garage etc., lying, situate and being part of Municipal Premises No. 6/1, Tiljala Road (formerly northern portion of 6, Tiljala Road), Police Station – Beniapukur, Kolkata – 700 046.

AND WHEREAS the Vendor, the party of the 1<sup>st</sup> part herein, while seized and possessed of and is in enjoyment of her undivided 1/3<sup>rd</sup> share in respect of the property held by the deceased/their predecessor-in-interest, Ranadhir Roy, measuring 2 cottahs, 13 chittaks, 15 square feet, be the same a little more or less out of remaining 8 cottahs, 8 chittaks together with sheds/structures, garages and other rights of easements, but subject to the occupation of the tenants/occupiers, being Premises No.6/1, Tiljala Road formerly the northern portion of Premises No.6, Tiljala road, Holding No.39, Division-4, Sub-Division-G, Police Station – Beniapukur, Kolkata – 700 046, District – South 24-Parganas, within the limits of KMC, being the joint owners thereof AND WHEREAS the Purchasers, party of the 2<sup>nd</sup> part herein on perusing the relevant deeds, documents, writings and papers relating to the title of the above-mentioned property and on being fully satisfied about the title of the 1<sup>st</sup> part herein, duly approached the Vendor herein for purchasing her undivided 1/3<sup>rd</sup> share in respect of the aforesaid property on valuable consideration.

AND WHEREAS the Vendor agreed to sell on valuable consideration and the Purchasers agreed to purchase ALL THAT 1/3<sup>rd</sup> undivided share in respect of the property held by the deceased/predecessor-in-interest, Ranadhir Roy, measuring 2 cottahs, 13 chittaks, 15 square feet, be the same a little more or less out of remaining 8 cottahs, 8 chittaks together with sheds/structures, garage as mentioned hereunder in accordance with their respective contributions towards the consideration money for purchasing the said undivided 1/3<sup>rd</sup> share held by the Vendor, the party of the 1<sup>st</sup> part herein and the purchasers' respective shares will be 18.75% each for the Purchaser Nos.1 and 2 and 12.50% for the Purchaser No.3 respectively in respect of the property, lying, situate and being Premises No. 6/1, Tiljala road (formerly northern portion of Premises No.6, Tiljala Road), Holding No.39, Division-4, Sub-Division-G, Police Station – Beniapukur, Ward No.59, Kolkata – 700 046, District – 24-Parganas South, within the limits of KMC, particularly mentioned and described in the schedule hereunder written at or for the total price or consideration of a sum of Rs.5,00,000.00 (Rupees five lakhs) only subject to the terms and conditions hereunder contained



Alipur South 24 Parganas

2 0 AUG 2009

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.5,00,000/- (Rupees five lakhs) only being paid by the Purchasers to the Vendor at or immediately before the execution of these presents the receipt whereof the Vendor doth hereby admit, acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchasers, their heirs, executors, administrators, representatives and assigns and everyone of them and also the aforesaid property, she the Vendors as beneficial owner do by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto and in favour of the Purchasers ALL THAT 1/3rd undivided share in respect of the property held by the deceased/predecessor-in-interest, Ranadhir Roy, measuring 2 cottahs, 13 chittaks, 15 square feet, be the same a little more or less out of remaining 8 cottahs, 8 chittaks together with the tenants/occupiers in respect of asbestos sheds/structures, garage and all other rights of easements, lying, situate and being Premises No. 6/1, Tiljala road (formerly northern portion of Premises No.6, Tiljala Road), Holding No.39, Division-4, Sub-Division-G, Police Station - Beniapukur, Ward No.59, Kolkata - 700 046, District -24-Parganas South, within the limits of KMC, particularly mentioned and described in the schedule hereunder written and hereinafter referred to as the 'said property' OR HOWSOEVER OTHERWISE the said property now or heretofore were or was situate, butted, bounded, called, known, numbered and described and distinguished TOGETHERWITH asbestos sheds/structures, erections, fixtures, walls, yards, courtyards, passage and benefit, advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof usually held, used, occupied or enjoyed or reputed to belong or appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof AND all the estates, right, title, interest, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor unto and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor, her heirs, executors, administrators, representatives or any persons from whom they may procure the same without action or suit at law or in equity and TO HAVE AND TO HOLD the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights and appurtenances unto the use of the Purchasers, their heirs, executors, administrators, representatives and assigns forever AND the Vendor doth hereby covenant that excepting the property hereunder conveyed, the other property out of 4 bighas of land of Premises No 6, Tiljala Road had already been transferred and/or



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2 0 AUG 2009

conveyed AND the Vendor doth hereby covenant with the purchasers, THAT notwithstanding any act, deed or thing whatsoever, by the vendor or any of her predecessors and ancestors in title, done or executed or knowingly suffered to the contrary she the vendor had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the purchasers in the manner aforesaid AND THAT the purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, interruption, claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or in trust for them or from or under any of their ancestors or predecessors in title AND THAT free and clear and freely and clearly, absolutely acquitted, exonerated and released or otherwise by and at the cost and expenses of the Vendor well and sufficiently indemnified of from and against all encumbrances whatsoever AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them, the vendor or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and cost of the purchasers, their heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property hereunder conveyed and every part thereof unto and to the use of the purchasers according to the true, intent and meaning of this deed as shall or may be reasonably required.

## SCHEDULE REFERRED TO ABOVE

ALL THAT 1/3<sup>rd</sup> undivided share in respect of the property held by the deceased/predecessor-in-interest, Ranadhir Roy, measuring 2 cottahs, 13 chittaks, 15 square feet, be the same a little more or less out of remaining 8 cottahs, 8 chittaks together with the tenants/occupiers in respect of asbestos sheds/structures, measuring an area of 250 square feet, be the same a little more or less, garage measuring 150 square feet (approx) and other rights of easements under Holding No.39, Division-4, Sub-Division-G within the Sub-Registry Office at Sealdah, lying, situate and being Municipal Premises No. 6/1, Tiljala road (formerly northern portion of Premises No.6, Tiljala Road) in Police Station – Beniapukur, Ward No. 59, Kolkata – 700 046, within the limits of KMC, District – 24-Parganas South, butted and bounded as follows:



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Alipur South 24 Parganas

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ON THE NORTH

Premises No.5, Tiljala Road (Model Nursery)

ON THE SOUTH

Premises No.6, Tiliala Road

ON THE EAST

Land occupied by Model Nursery

ON THE WEST

Tiljala Road

IN WITNESS WHEREOF the Parties hereto put their respective hands, seals and signatures on the day, month and year first above written.

SIGNED, SEALED & DELIVERED In presence of following Witnesses:

1) Haraprosad Sinharoz Advocate High court, calcutte

2) Prodipto Ray 167, Jahour Park Kolkata -68.

Alpana Roy

SIGNATURE OF THE VENDOR

1) Shahzad Saigal.
2) Nadæm Saigal.
3) Ud Haider Chan

SIGNATURE OF THE PURCHASERS

Drafted by me

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Computer typed by me



Alipur South 24 Parganas

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# MEMO OF CONSIDERATION

RECEIVED from the within-named Purchasers a sum of Rs.5,00,000/- (Rupees five lakhs only), being the consideration money as mentioned hereunder:

A/c. Payee Manager's Cheque vide No.135239 1) Dt.19-08-09 drawn on HDFC Bank Ltd., Kolkata Stephen House, B.B.D.Bag, Kolkata-700 001 in favour of Alpana Roy for a sum of

Rs.1,00,000.00

A/c. Payee Pay Order vide No.051991 2) dt. 19-08-09 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata-700 017 in favour of Alpana Roy for a sum of

Rs.2,00,000.00

3) A/c. Payee Pay Order vide No.052008 dt.19-08-09 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata-700 017 in favour of Alpana Roy for a sum of

Rs.2,00,000.00

Rs.5,00,000.00

(Rupees Five Lakh) only

- 1) Horoprobad Sinharog Aevocate 2) Fradipto Day.

Signature of the Vendor



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SIGNATURE .....



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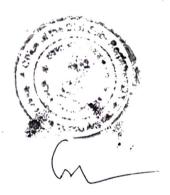
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NAME: MD HAIDER ICHAN SIGNATURE Md Harder Chan.



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