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Handwritten notes and stamps on the left side of the document:

- Handwritten numbers: 3725, 1-48, 436455
- Handwritten text: '1-48 A.', '436455'
- Official stamp: 'Adl. Registrar of Assurances Kolkata'



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Signature of the Additional Registrar of Assurances, Kolkata.

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE made this the 15th day of January, Two Thousand and Fifteen

BETWEEN

High Court Original Side
 Salt No: CG 619/85
 Fish No: U6
 Date: 29/1/15
 Signature: [Handwritten Signature]



138/48

NAME: _____
 ADD: _____
 PS: _____
 13 JAN 2015
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 9 & 3, K. S. Roy Road, Kol-1

S.P. Sarani
Suranjana Properties

13 JAN 2015
 13 JAN 2015

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 II



Identified by me
(Deodrat Upadhyay)
 His cert. clerk

**ADDITIONAL REGISTRAR
 OF ASSURANCES-II, KOLKATA**
 13 JAN 2015

(1) **YOUDHISTER KUMAR AGARWAL** alias **DHANANIA**, son of Late Shankar Lal Agarwalla, residing at 1, Lord Sinha Road, Kolkata-700 071 P.S. – Shakespeare Sarani, hereinafter referred to as the **Vendor No.1** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, successor in interest and/or assigns) **AND (2) MRS. VIDYA DEVI CHAMARIA**, wife of Hanuman Prasad Chamaria, residing at Space Town Housing Complex, Block-2, Flat No.3E, VIP Road, Kolkata P.S. - Baguihati hereinafter referred to as the **Vendor No.2** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, successor in interest and/or assigns) **A N D (3) MRS. URMILA AGARWAL** alias **Ranilawala**, wife of Jaikishen Agarwal, residing at 51A, Southend Park, 4th Floor, Kolkata-700 029 P.S.: Lake hereinafter referred to as the **Vendor No.3** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, successor in interest and/or assigns) and collectively referred to as the **"VENDORS"** of the **FIRST PART : : A N D** on their failure to execute the Deed of Conveyance are represented by **MR. MRINAL KANTI SARDAR**,

Advocate, Special Officer appointed by the order dated December 11th 2014 corrected Order dated 16th December, 2014 and also Order dated 8th January, 2015 passed by Hon'ble Justice Soumen Sen in E.C. No. 592 of 2014 and O.S. No. - 619 of 1995 the said copies of the Order are enclosed and Marked as 'A'.

A N D

PAWAN PROPERTIES, a partnership firm duly registered under the Indian Partnership Act, 1932 carrying on business and/or having its Office at

No.46, Shakespeare Sarani, Kolkata-700 017, P.S. - Shakespeare Sarani, having its Income Tax PAN No. AAKFP5902E represented by its one of the Partner as decided in Partner's meeting held on 5th January, 2015 namely **MR. SHYAM SUNDAR NANGALIA**, having Pan Card No. ABUPN8177A, son of Late Bhuramull Nangalia, aged about 65 years, by faith - Hindu, by occupation - Business, residing at 32C, New Road, Block - "B", 3rd Floor, Kolkata-700 027, P.S. - Alipore, hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART :**

WHEREAS :

In this Deed wherever the context so permits the Vendors No.1, Vendor No.2 and Vendor No.3 are collectively referred to as the Vendors and separately as vendor no1, vendor no2, vendor no.3.

- A. By a Deed of Conveyance dated May 6, 1957 duly registered at the office of the Registrar of Assurance, Kolkata in Book No.1, Volume No.56, Pages 117 to 123, being No.1558 for the year 1957, Shankar Lal Agarwal, Ramji Das Agarwal, Dinanath Agarwal and Harkishan Das Agarwal (hereinafter collectively referred to as the **ORIGINAL OWNERS**), jointly purchased from one Md. Gul Saigal & Ors. all that



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the Municipal premises No.46A and 46B, Theatre Road, now known as 46 Shakespeare Sarani, Kolkata – 700 017, morefully described in the First Schedule hereunder written and hereinafter referred to as the said "Premises" each of the said original owners having acquired an undivided one fourth equal shares or interest into or upon the said Premises.

- B. Shankarlal Agarwal the predecessor in interest of the Vendors thus became the owner of one fourth share in the said premises and continued to remain the owner thereof until the time of his death as recited hereinafter.
- C. The Purchaser herein agreed to purchase and acquire the said Premises for causing a new building to be constructed thereat and the said Original Owners agreed to sell and transfer the said Premises unto and in favour of the Purchaser herein for the consideration and on the terms and conditions contained and recorded in an agreement dated October 13, 1982 (hereinafter referred to as the SAID AGREEMENT) which was registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 94, Pages 113 to 126, Being No. 1285 for the year 1983.
- D. Certain disputes had arisen between the said original owners and the Purchaser herein, the Purchaser filed a suit being C.S. No.619 of



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1985 in the Hon'ble High Court at Calcutta against the said Original Owners inter-alia for specific performance of the said Agreement dated October 13, 1982 and for other consequential reliefs (hereinafter referred to as the Purchaser's Suit).

- E. During the pendency of the said Purchaser's suit, the said Shankar Lal Agarwal died intestate on May 28, 1994 and his wife Smt. Kalavati Debi also died intestate on January 6, 1995 leaving them surviving their three sons namely (1) Bishwanath Agarwal alias Dhanania (2) Youdhister Kumar Agarwal alias Dhanania and (3) Vijay Dhanania and four married daughters namely (1) Mrs. Vidya Devi Chamaria (2) Mrs. Premlata Agarwal (3) Mrs. Urmila Agarwal and (4) Mrs. Raj Agarwal alias Ranilawala as their only heirs.
- F. Upon the death of said Shankar Lal Agarwal and his wife Smt. Kalavati Devi as mentioned above their children namely Bishwanath Agarwal, Youdhister Agarwal, Vijay Dhanania, Smt. Vidya Devi Chamaria, Smt. Urmila Agarwal alias Ranilawala, Smt. Prem Lata Agarwal and Smt. Raj Agarwal alias Ranilawala thus became entitled to the undivided one fourth share or interest into or upon the said Premises belonging to and/or held by the said late Shankar Lal Agarwal, each one of them being entitled to undivided $1/28^{\text{th}}$ share or interest into or upon the said Premises subject to the said



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Agreement dated 13th October, 1992 and as such they were substituted in the said Purchaser's Suit in the manner following :

Name of heirs of the Sankarlal Agarwal	Substituted defendants in Suit No. 619 of 1985
Biswanath Agarwal alias Dhanania	1A
Youdhister Kumar Agarwal @ Dhanania	1B
Vijay Dhanania	1C
Smt. Vidya Devi Chamaría	1D
Smt. Premlata Agarwal	1E
Smt. Urmila Agarwal	1F
Smt. Raj Agarwal	1G

- G. During the pendency of the said Purchaser's Suit one of the other Original Owners namely Ramji Das Agarwal (since deceased) being owner of undivided one fourth share or interest into or upon the said Premises filed a suit being C. S. No. 148 of 2002 in the Hon'ble High Court at Calcutta impleading the said seven heirs of Late Shankar Lal Agarwal as defendants Nos.3 to 9 in the said suit inter alia for a declaration that the said Ramji Das Agarwal (since deceased) the plaintiff was entitled to an undivided 1/4th share or interest into or upon the said premises, and the defendant No.1, Dinanath Agarwal



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was entitled to 1/4th share, the defendant No.2 Harkishan Das Agarwal was entitled to 1/4th share and the heirs of Late Shankar Lal Agarwala being the defendant Nos.3 to 9 therein were jointly entitled to 1/4th share in the said premises, partition and for other consequential reliefs (hereinafter referred to as the Partition Suit).

- H. The said Dinanath Agarwal and Harkishan Das Agarwal two of the original owners along with the heirs of Late Ramjidas Agarwal being Smt. Narayani Devi Dhanania and his five sons namely (1) Rajendra Prasad Dhanania, (2) Hari Ratan Dhanania, (3) Surendra Dhanania, (4) Ashok Dhanania alias Agarwal, (5) Rajesh Dhanania and three married daughters namely (1) Smt. Darshana Agarwal, (2) Smt. Saroj Khemka, (3) Smt. Sumitra Surekha and the said Vijay Dhanania, Premlata Agarwala, Raj Agarwal being some of the heirs of Late Shanker Lal Agarwal being jointly entitled to undivided 26/33rd share or interest into or upon the said Premises decided to settle the said Purchaser's Suit by transferring their respective right title interest into or upon the said Premises in favour of the Purchaser and as such a Terms of settlement to be filed in the said Purchaser's Suit was prepared and filed on November 25, 2003 in the said Purchaser's Suit. The purchaser herein paid the consideration money to the consenting defendants as specified in the terms of settlement whereupon the consenting defendants made



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over physical possession of the vacant area at the back side of the said premises to the purchaser.

- I. Accordingly the said Terms of Settlement was filed in the said Purchaser's Suit in the Hon'ble High Court, Calcutta being C.S. No. 619 of 1985 and upon service of notice to all concerned parties including the non consenting defendants and after hearing the parties in extenso, a decree dated July 29, 2004 was passed in terms of the said Terms of Settlement and in terms of the said Decree the full amount agreed to be paid by the Purchaser in terms of the said Terms of Settlement was duly paid
- J. The said Decree inter alia provides as follows :
 - i) The contesting defendants hereby declare and confirm that the Development Agreement dated October 13, 1982 in respect of Premises No.46 Shakespeare Sarani, Kolkata is valid, conclusive and binding on the parties. It is also hereby recorded that the area of the premises as recorded in the plan annexed to the development agreement is the correct area;
 - ii) Ramji Das Agarwal, defendant No.2 since deceased, has filed a suit being C.S. No. 148 of 2002 (Ramjidas Agarwal Vs. Dinanath Agarwal & Ors.) for declaration that the said Ramjidas Agarwal is entitled to the 1/4th share in the premises



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No.46, Shakespeare Sarani, Kolkata (hereinafter referred to as the said PREMISES):

- iii) It was also recorded that the consenting defendants had made over possession of the vacant area in the said premises.
- K. On May 6, 2005 a preliminary decree was passed in the said Partition Suit declaring the shares of each of the original owners namely Ramji Das Agarwal, Dinanath Agarwal and Harkishan Das Agarwal and the heirs of Late Shankar Lal Agarwalla at one fourth share each and a Commissioner of Partition was appointed by the Hon'ble High Court, Calcutta for partitioning the said premises by metes and bounds.
- L. Prahlad Rai Dhanania one of the heirs of Ramjidas Agarwal filed an appeal from the said decree dated July 29, 2004 which was disposed off by an order dated November 2, 2006 interalia holding that the rights of the parties will be created upon execution and registration of the deeds of Conveyance in accordance with the terms of settlement.
- M. In pursuance of the said Decree dated July 29, 2004, the heirs of Late Shankarlal Agarwal namely (1) Vijay Dhanania, (2) Premlata Agarwal, (3) Raj Agarwal alias Ranilawala, transferred their respective right title interest into or upon the said Premises unto and



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in favour of the Purchaser by various registered deeds of conveyances brief details whereof are as follows :

Name of the Vendor	Deed of Conveyance dated	Registration details
(1) (i) Vijay Dhanania	03.05.2012	Book No.1, Vol. No.21, Pages 5294 to 5316, Being No. 5358/2012
(ii) Mrs. Premlata Agarwal		
(2) Raj Agarwal alias Ranilawala	25.05.2012	Book No.1, Vol. No.25, Pages 3650 to 3669, Being No. 6400/2012

N. Upon the sale and transfer as aforesaid by the said (1) Vijay Dhanania, (2) Smt. Premlata Agarwal and (3) Smt. Raj Agarwal alias Ranilawala the remaining heirs of Late Sankar Lal Agarwal continued to hold the balance share or interest in the share of Late Shanker Lal Agarwal into or upon the said Premises as per details given below :



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1.	Biswanath Agarwal	1/28 th share	Defendant No. 1A
2.	Youdhister Kumar Agarwal	1/28 th share	Defendant No. 1B
3.	Mrs. Vidya Devi Chamaria	1/28 th share	Defendant No. 1D
4.	Mrs. Urmila Agarwal alias Ranilawala	1/28 th share	Defendant No. 1F
5.	Mrs. Raj Agarwal alias Ranilawala	1/42 th share (1/28 th share- 1/84 th share transferred earlier)	Defendant No. 1G

- O. The aforesaid remaining heirs of Late Sankar Lal Agarwal namely (1) Biswanath Agarwal alias Dhanania, (2) Youdhister Kumar Agarwal alias Dhanania, (3) Mrs. Vidya Devi Chamaria, (4) Mrs. Urmila Agarwala alias Ranilawala and (5) Mrs. Raj Agarwal alias Ranilawala have also agreed to sell and transfer - their respective right title interest and/or the entirety of their respective right title interest into or upon the said Premises unto and in favour of the Purchaser herein.



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- P. By a Terms of Settlement dated March 18, 2011 filed in the said Purchaser's suit, the said Youdhister Kumar Agarwal alias Dhanania and Smt. Urmila Agarwala alias Ranilawala had agreed to transfer the entirety of their respective right title interest into or upon the said Premises which included the area in the new building to be allocated to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated October 13, 1982 and the said Vidya Devi Chamaria agreed to sell and transfer undivided $1/84^{\text{th}}$ share or interest into or upon the said Premises which included the area in the new building to be allocated to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated October 13, 1982 for the consideration and subject to the terms and conditions contained and recorded in the said Terms of Settlement.
- Q. By another Terms of Settlement dated March 18, 2011 the said Biswanath Agarwal alias Dhanania (since deceased) and Smt. Raj Agarwal alias Ranilawala also agreed to sell and transfer the entirety of their respective right title interest into or upon the said Premises which included the area in the new building to be allocated to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated October 13, 1982 and the said Vidya Devi Chamaria alongwith Biswanath Agarwal alias Dhanania (since deceased) and Smt. Raj Agarwal agreed to sell and transfer her remaining $1/42^{\text{th}}$ share or interest out of her $1/28^{\text{th}}$ share or interest into or upon the said Premises which included the area in the new building to be allocated



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to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated October 13, 1982 for the consideration and subject to the terms and conditions contained and recorded in said Terms of Settlement.

R. By and under the Terms of Settlement as recited hereinabove the said Youdhister Kumar Agarwal alias Dhanania and Smt. Urmila Agarwal alias Ranilawala had agreed to sell and transfer the entirety of their respective right title interest and Smt. Vidya Devi Chamaria had agreed to sell and transfer 1/84th share or interest into or upon the said premises as stated hereinabove and recorded in the said Terms of Settlement dated March 18, 2011 for a monetary consideration of Rs.2,00,00,000/- (Rupees two crores only) and also the constructed area of 2450 sq.ft. of super built up area in the new building to be constructed at the said Premises along with two car parking spaces (hereinafter referred to as the ALLOCATED AREA) in terms of the Agreement dated October 13, 1982.

S. The said monetary consideration in terms of the said Terms of Settlement enclosed herewith as marked "B" was apportioned between Youdhister Kumar Agarwal alias Dhanania, Smt. Vidya Devi Chamaria, Smt. Urmila Agarwal alias Ranilawala in the manner following :

(i) Youdhister Kumar Agarwal alias ... Rs. 85,71,428.00



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Dhanania

(ii) Smt. Vidya Devi Chamaria	...	Rs.	28,57,143.00
(iii) Smt. Urmila Agarwal alias Ranilawala	...	Rs.	85,71,429.00
	...	Rs.	<u>2,00,00,000.00</u>

T. The said allocated area in the said new building was to be apportioned and shared by the said Youdhister Kumar Agarwal alias Dhanania, Smt. Vidya Devi Chamaria, Smt. Urmila Agarwal alias Ranilawala, in the manner following :

- (i) Youdhister Kumar Agarwal alias Dhanania - 1050 sq.ft. (super built-up) together with one car parking space;
- (ii) Smt. Vidya Devi Chamaria -350 sq.ft. (super built-up);
- (iii) Smt Urmila Agarwal alias Ranilawala- 1050 sq.ft. (super built-up) together with one car parking space;

U. The said two Terms of Settlement as hereinbefore mentioned were filed in the said Purchaser's Suit vide petition being G.A. Nos. 853 of 2011 and 854 of 2011 in the Hon'ble High Court, Calcutta and upon service of notice to all parties in the said Purchaser's suit, a Decree was passed on March 23, 2011 (hereinafter referred to as the said DECREE).



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- V. The Vendor No.1 was holding possession of portions of the said premises for and on behalf of himself and others heirs of Shankar Lal Agarwal being the portion of the ground floor of the constructed area and some other portions as earmarked by the Learned Receiver appointed in the Partition suit in the meeting held on February 28, 2011 in the map or plan annexed to the minutes of the said meeting a copy whereof along with the plan is annexed hereto and marked as Annexure - "C". As per the said Terms of Settlement and the decree it was interalia recorded and declared that the Vendor No.1 shall on behalf of himself and all other heirs of Late Shankar Lal Agarwal at and from the day of the said Terms of Settlement hold various portions in his occupation at the said Premises in trust and for the benefit of the Purchaser and that he will deliver the same in vacant condition to the Purchaser above named, without demur or raising objection. The said Vendor No.1 also gave an undertaking to the Hon'ble High Court not to part with possession except in favour of the Purchaser herein and/or create any third party interest in respect of the portions in his occupation at the said Premises.
- W. In terms of the said decree and the terms of settlement, the purchaser undertakes to handover possession of the constructed area to the vendors in accordance with their respective shares as mentioned in paragraph T above in the new building to be constructed by the purchaser at the said premises after receipt of



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possession of the entirety of the said premises free from all encumbrances and within three years upon sanctioning of the building plan.

- X. The purchaser has paid a further sum of Rs.55,00,000/- vide cheque No.764960 dated October 12, 2012 for Rs.30,00,000/- and vide cheque No.735600 dated May 31, 2013 for Rs.25,00,000/- to Vendor No.1. The said payment shall be refunded by the Vendor No.1 along with interest @15% per annum, with quarterly rest before claiming possession of the constructed area.
- Y. The entirety of the aforesaid consideration amount of Rs.2,00,00,000/-(Rupees Two Crores only) as stated in the said terms of settlement, has been paid by the purchaser (details whereof *Terms of Settlement annexed hereto marked 'B'* will appear from the Memo of Consideration hereunder written) towards the full consideration for transfer of the portion of the premises being the subject matter of this deed of Conveyance with intent and object that the vendors shall cease to have any right, title, interest claim or demand into or upon the said premises and/or any new building and/or buildings to be constructed thereat, save and except the right to receive the respective constructed area as mentioned in paragraph T above.
- Z. The Vendors have agreed to sell and transfer and the Purchaser has agreed to purchase and acquire ALL THAT the undivided 1/12th



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share or interest and/or the entirety of the right title interest of the Vendors into or upon the said Premises and/or the entirety of their right or claim under the said Decree dated March 23, 2011 at and for an aggregate consideration of Rs.2,00,00,000/- (Rupees Two Crores only) subject to the terms and conditions hereinafter appearing.

- AA. The Vendors despite having agreed to convey their 1/12th share in the said premises to the purchaser and despite having received the agreed consideration of Rupees Two Crores refuse to execute the Deed of Conveyance. Accordingly the purchaser filed an application before the Hon`ble High Court at Calcutta for execution of the said Decree dated March 23, 2011 being E.C.No.592 of 2014 whereupon by an Order dated December 11, 2014 as corrected by Order dated December 16, 2014 the Hon`ble High Court had directed the Vendors to execute the Deed of Conveyance within 10 days from the date of communication of the Order and in default Mr. Mrinal Kanti Sardar, Advocate was appointed as Special Officer to execute the Deed of Conveyance.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :

- I. **THAT** in consideration of the said Agreement dated October 13, 1982 **AND** in further consideration of the Terms of Settlement dated March 18, 2011 and the said Decree dated March 23, 2011 and in



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further consideration of a sum of Rs.2,00,00,000/- (Rupees Two Crores only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors (the receipt whereof the Vendors doth hereby and also by the receipt hereunder doth admit and acknowledge to have been received) out of which a sum of Rs.85,71,428/- (Rupees Eighty Five Lacs Seventy One Thousand Four Hundred and Twenty Eight only) has been paid by the Purchaser to the said Vendor No.1 namely Youdhister Kumar Agarwal alias Dhanania (the receipt whereof the Vendor No.1 doth hereby and also by the receipt hereunder doth admit and acknowledge to have been received) and a sum of Rs.28,57,143/- (Rupees Twenty Eight lacs Fifty Seven thousand One Hundred Forty Three) only has been paid by the Purchaser to the Vendor No.2 namely Smt Vidya Devi Chamaria (the receipt whereof the Vendor No.2 doth hereby and also by the receipt hereunder doth admit and acknowledge to have been received) and a sum of Rs.85,71,429/- (Rupees Eighty Five Lacs Seventy One Thousand Four Hundred Twenty Nine only) only has been paid by the Purchaser to the Vendor No.3 namely Smt. Urmila Agarwal alias Ranilawala (the receipt whereof the Vendor No.3 doth hereby and also by the receipt hereunder doth admit and acknowledge to have been received) aggregating Rs.2,00,00,000/- (Rupees Two Crores only) **A N D** in further consideration of the purchaser undertaking to handover possession of the constructed area to the respective parties as



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mentioned in paragraph T above in the new building to be constructed at the said premises having a super built up area of 2450 sq.ft. be the same a little more or less along with parking space for two cars to the vendors in terms of the said decree dated March 23, 2011 upon receipt of the sum of Rs.55,00,000/- (Rupees Fifty Five Lakhs) only along with interest thereon the vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the purchaser, the Vendors and each one of them doth hereby sell transfer convey assure and assign and deliver possession of their respective undivided share unto and in favour of the Purchaser **ALL THAT** their respective shares aggregating to the undivided 1/12th share or interest into or upon **ALL THAT** the Municipal Premises No.46, Shakespeare Sarani, P.S. - Shakespeare Sarani, Kolkata 700 017 (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and/or the entirety of the right title interest of the Vendors into or upon the said Premises, (hereinafter referred to as the said **UNDIVIDED SHARE**), free from all encumbrances, charges, liens, lispensens, attachments, trusts whatsoever and howsoever **TO HOLD** the said **UNDIVIDED SHARE** unto and to the Purchaser absolutely and forever **TOGETHER WITH** the full and free right of way for the Purchaser and his servants, agents, officers, workmen, visitors, customers and assigns at all times and for all purposes with or without car, motors and vehicles to pass and re-pass over and along the said Premises and/or



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undivided share or otherwise the said messuage, tenements land, hereditaments and premises belonging to or in any wise appertaining to or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the easements rights attached therewith **A N D** the reversion or reversions remainder or remainders and the rent issues and profits thereof and every part or portion thereof **TOGETHER WITH** all deeds, pattahs, muniments writings and other evidences of title exclusively relating to the said messuage, tenement land, hereditaments and premises **A N D** all the estate right, title, interest use property claims and demands whatsoever of the Vendors as aforesaid both at law or in equity into and upon the said Undivided Share and/or messuage tenement land hereditaments and premises or any part or portion thereof **TO HAVE AND TO HOLD** the **UNDIVIDED SHARE** hereby sold, granted, transferred and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances **OR HOWSOEVER OTHERWISE** the said Undivided Share or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences



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advantages appendages and appurtenances whatsoever to the said Undivided Share or any part or portion thereof belonging to or in anywise appertaining thereto to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertaining thereto **AND** the reversion or reversions remainder or remainders and all the rents issues and profits of the said premises and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendors into or upon and in respect of the said Undivided Share or any and every part thereof herein comprised and hereby sold granted and transferred Together with all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said Undivided Share and/or the said Premises or any part or portion thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors and/or Owner or any person or persons from whom the Vendors can or may procure the same without any action or suit both at law or in equity **TO HAVE AND TO HOLD** the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims



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demands mortgages leases licenses liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lispensens whatsoever **AND** further all rights, title, interest of the vendors in the Agreement dated October 13, 1982 stand extinguished in terms of the decree dated March 23, 2011.

II. **AND** the Vendors do hereby covenant with the Purchaser that the Vendors are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the said undivided share and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature **AND** the Vendors do hereby covenant with the Purchaser that the Vendors have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Undivided Share hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors may or can be prevented from granting selling conveying assigning and assuring the said Undivided Share or any part thereof in the manner as aforesaid.

III. **AND THAT NOTWITHSTANDING** any act deed or things by the Vendors done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

possessed of and entitled to the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendors now have good right full and absolute power to grant sell convey transfer assure and assign the said Undivided Share hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions as aforesaid **AND THAT** the Vendors have and shall have no objection to the Purchaser being substituted in their place and stead in the partition suit in respect of the said Undivided Share of the Vendors and the purchaser shall be entitled to be substituted in place and stead of the vendors in the partition suit being C.S. No.148 of 2002 in respect of the undivided share of the Vendors.

- IV. **AND** the Vendors have represented that undivided share hereby sold and transferred is free from all encumbrances and that the Vendors are legally competent to sell and transfer the same and the Purchaser shall step into the shoes of the Vendors and shall be entitled to obtain possession of the shares of the Vendors from the other co-owner or from the Commissioner appointed over the suit premises vide order dated May 6, 2005 who was also appointed as



ADDITIONAL REGISTRAR,
OF ASSURANCES-II, KOLKATA
13 JAN 2015

Receiver over the suit premises vide order dated February 18, 2011 passed by the Hon'ble High court at Calcutta in C.S. No. 148 of 2002 and receive and take the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust for any of their predecessors in title **AND THAT** the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and lispensens whatsoever suffered or made or liabilities created in respect of the said Undivided Share by the Vendors or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or any of their predecessors in title as aforesaid or otherwise **AND THAT** all rates taxes and other impositions and/or outgoings payable in respect of the said Undivided Share and/or premises relating to the period after the date of execution of the terms of settlement shall be payable by the Purchaser.



ADDITIONAL REGISTRAR.
OF ASSURANCE-II, KOLKATA
13 JAN 2015

V. **AND THAT** the Vendors never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said lands comprised in the said premises or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 **AND THAT** no certificate proceedings and/or notice of attachment is subsisting under the Income Act, 1961 **AND THAT** no notice, which is or may be subsisting, has been served on the Vendors, Co-Vendors for the acquisition of the said Undivided Share and/or premises or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed thereunder and the Vendors has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said Undivided Share and/or premises or any part thereof **AND THAT** no other suit and/or proceeding is pending in any court of law affecting the said Undivided Share and/or premises and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever into or upon the said Undivided Share and/or premises or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

execute all such lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Undivided Share and every part thereof unto and to the use of the Purchaser.

- VI. **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any right, title, interest or estate whatsoever into or upon the said Undivided Share and/or premises or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Undivided Share and every part thereof unto and to the use of the Purchaser.
- VII. (i) That the Vendors shall not have any right or claim into or upon the said Premises and/or New Building to be constructed thereat nor shall do any act deed or thing whereby the Purchaser is prevented from undertaking the work of construction of a new building at the said Premises;
- (ii) And the vendors hereby record that the Hon'ble High Court at Calcutta by its order dated February 18, 2011 in C.S. No. 148 of 2002 has appointed the Commissioner of Partition as the Receiver who has filed a report on February 28, 2011 enclosing therewith a



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
13 JAN 2015

plan showing the possession of the Vendor No.1, in the said premises and by execution of this Deed of Conveyance the Vendor No.1 is transferring the right, title and interest in the aggregate share of the vendors and the heirs of Late Shankarlal Agarwal to the Purchaser. By an order dated March 15, 2013 the purchaser was added as party defendant No.10 to the said C.S. No. 148 of 2002. The Receiver in the meeting held on June 19, 2013 recorded that the order dated April 4, 2011 was served on him only on June 4, 2013.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(THE SAID PREMISES)

ALL THAT the messuage tenement and hereditaments **TOGETHER WITH** the piece and parcel of revenue redeemed land containing an area of 2 Bigha 0 Cottahs 8 Chittacks 20 sq. ft. (be the same a little more or less) whereon or any part whereof a partly two storeyed and several single storeyed units measuring about 24000 square feet are erected and built being Municipal Premises No.46A and 46B, Theatre Road (now known as premises No. 46, Shakespeare Sarani), Kolkata-700 017 within Police Station - Shakespeare Sarani within Ward No. 63 and within the limits of Kolkata Municipal Corporation in the South Division of Kolkata and butted and bounded as follows, that is to say;



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
13 JAN 2015

- ON THE NORTH** : By Shakespeare Sarani;
- ON THE SOUTH** : By Premises No.1, Auckland Square;
- ON THE EAST** : By Premises No.48, Shakespeare Sarani
(known as Kala Mandir); and
- ON THE WEST** : Party by Premises No.44, Shakespeare
Sarani, (IDBI Building) and Partly Premises
No.2, Auckland Square;

OR HOWSOEVER OTHERWISE the said premises butted bounded called known numbered described and distinguished as hereinbefore stated and the situation whereof has been shown and delineated in the map or plan annexed hereto and bordered in **RED** colour thereon.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNDIVIDED SHARE)**

ALL THAT the Undivided $1/12^{\text{th}}$ share or interest held by the Vendors being $1/12^{\text{th}}$ share or interest into or upon the said premises (i.e Bastu land - 3.3773 katha, 481 sq.ft. cemented pucca structure on the ground floor, 361 sq.ft. pucca structure on the first floor, 843 sq.ft. cemented tin shed structure on ground floor, 183 sq.ft. cemented tin shed structure on ground floor, 163 sq.ft. cemented tin shed structure on ground floor) more fully and particularly mentioned and described in the First Schedule hereinbefore written and/or the entirety of the right, title and interest of the VENDORS into or upon the said premises.



ADDITIONAL REGISTRAR
OF ASSURANCE & KOLKATA
13 MAY 2015

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 AND DELIVERED by the said VENDORS at Kolkata in the presence of:

WITNESSES:

1. *[Signature]*
(RAHUL NARAYAN)
32 C, NEW ROAD, ALIPHRA
KOLKATA - 700027

2. *[Signature]* (Brijesh Prasad)
7C Kirtan Shankar Roy
Road, Kol-1

Minal Kanti Sarda
Advocate / special officer

SIGNATURE OF THE VENDORS/
PARTY OF THE FIRST PART

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

WITNESSES:

1. *[Signature]*
(RAHUL NARAYAN)
32 C, NEW ROAD, ALIPHRA
KOLKATA - 700027

2. *[Signature]* (Brijesh Prasad)
7C Kirtan Shankar Roy
Road, Kol-1

PAWAN PROPERTIE

[Signature]
Partner

SIGNATURE OF THE PURCHASER/
PARTY OF THE SECOND PART

Drafted by me
M/S. UPADHYAY & ASSOCIATES
Advocate
High Court, Calcutta
HASTINGS CHAMBER
70, Kirtan Shankar Roy Road,
Office No. - G0, Ground Floor,
Kolkata-700 001
Phone : 99830105785
legalsolutionsandrelief@gmail.com
DEEBRAT UPADHYAY



ADDITIONAL REGISTRAR
OF ASSETS AND LIABILITIES
KOLKATA
13 JAN 2015



PAVING PROPERTIES
 PAVING

Handwritten signature: Pradip Anand
Handwritten text: Assistant Planner

SITE PLAN OF PRE NO-16
 SHANESDARE SARANI,
 KOLKATA-700017
 LAND AREA: 7411.15 SQM.
 SOX. REC-20 SPT

SCALE: 1:2000

THAZELI BY

























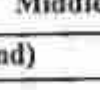



















ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
13 JAN 2015

ADDITIONAL REGISTRAR

ASSURANCES

SPECIMEN FORM FOR TEN FINGERPRINTS

	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">SRIWAN PROPERTIES</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Person</p>						
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		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
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		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
<p align="center">PHOTO</p>							
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					



ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA

13 JAN 2015

ORDER SHEET
EC No.592 of 2014
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

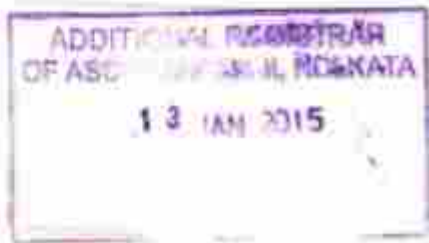
PAWAN PROPERTIES
Versus
RADHA DEVI AGARWAL & ORS.

BEFORE:
The Hon'ble JUSTICE SOUMEN SEN
Date : 11th December, 2014.

Appearance:
Mr. Sabyasachi Chowdhury, Adv.
Mr. Srinik Singhvi, Adv.

The Court: In spite of notice the judgment debtors are not represented. The judgment debtors, namely, Mr. Youdhister Kumar Agarwal, alias Dhanania and Mrs. Vidya Devi Chamaria are directed to execute and register deed of conveyance transferring their respective rights, title and interest in premises no.46, Shakespear Sarani, Kolkata being 1/28th share each in the said premises in favour of the petitioner/decree holder and the judgment debtor Mrs. Urmila Agarwal is directed to forthwith execute and register a deed of conveyance transferring her right, title and interest in premises no.46, Shakespeare Sarani, Kolkata-700017 being 1/84th share in the said premises in favour of the petitioner/decree holder within 10 days from the date of communication of this order failing which Mr. Mrinal Kanti Sardar, High Court, Bar Association, Room





No.15, Advocate is appointed as a Special Officer to execute the said execution of conveyance on behalf of the co-sharers.

The special Officer shall be entitled to a final remuneration of 600 GMs.

The matter shall appear in the list on 6th January, 2015.

Urgent certified website copies of this order, if applied for, be urgently supplied to the parties subject to compliance with all requisite formalities.

(SOUMEN SEN, J.)

sp/





ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

EC 592 of 2014
IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

PAWAN PROPERTIES
Versus
YUDHISTIR AGARWAL & ORS.

BEFORE:

The Hon'ble JUSTICE SOUMEN SEN

Date : 16th December, 2014.

For the judgment-debtor nos. 2 & 3 :
Ms. Smita Das De, Advocate

For the decree-holders :
Mr. Srenik Singhvi, Advocate
Mr. K.L. Yadav, Advocate

The Court :- Mr. Srenik Singhvi, learned Counsel appearing on behalf of the decree-holders submits that some mistakes have crept in the order dated 11th December, 2014 in view of some incorrect submissions made at the time of passing of the order. In the third sentence Vidya Devi Chamaria shall be replaced by Urmila Agarwal and in the sixth sentence Urmila Agarwal shall be replaced by Vidya Devi Chamaria. The cause title shall also be corrected by deleting the





ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

13 JAN 2015

name of Radha Devi Agarwal and replaced by Yudhistir Agarwal and Ors.

Let these corrections be incorporated in the order dated 11th December, 2014. The server copy shall be corrected accordingly.

Leave is also given to make a fresh tabular statement incorporating the corrections.

(SOUMEN SEN, J.)



ADDITIONAL REGISTRAR
OF COMPANIES - BANGALORE
13 JAN 2015

ORDER SHEET
GA No.4009 of 2014
With
EC No.592 of 2014
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

PAWAN PROPERTIES
Versus
YUDHISTHIR AGARWAL & ORS.

BEFORE:

The Hon'ble JUSTICE SOUMEN SEN
Date : 8th January, 2015.

Appearance:
Mr. Partha Sarathi Sengupta, Adv.
Mr. Sabyasachi Chowdhury, Adv.
Mr. Srenik Singhvi, Adv.
Ms. Sananda Ganguly, Adv.

The Court : This matter shall be taken up for consideration on 15th January, 2015. Any deed of conveyance executed in the meantime shall abide by the result of this application.

(SOUMEN SEN, J.)

RECEIVED BY CLERK
JANUARY 15 2015



ADDITIONAL REGISTRAR
OF ASSURANCES, PUNE, KATA
13 JAN 2013

B

39-82014

G.A. NO. 854 OF 2011

C.S. NO. 619 OF 1985

IN THE HIGH COURT AT CALCUTTA

ORDINARY ORIGINAL CIVIL JURISDICTION

68



PAWAN PROPERTIES, a registered partnership firm, carrying on business at 10, Canning Street, Calcutta-700 001, within the aforesaid jurisdiction.

PLAINTIFF.

VERSUS

1A. Mr. Bishwanath Agarwal, (also known as Dhanania)

1B. Mr. Youdhister Kumar Agarwal, alias Dhanania,

1C. Mr. Vijay Dhanania,
All residing at 1, Lord Sinha Road, Kolkata-700 071 within the aforesaid jurisdiction.

1D. Mrs. Vidya Devi Chamaria, wife of Hanuman Prasad Chamaria residing at 59, Rai Bahadur Road, Behala, Kolkata - 700 034.

1E. Mrs. Premlata Agarwal, residing at 1, Dr. Abani Dutt Road, Golabari, Howrah.



ADDITIONAL REGISTRAR
OF ASSURANCES - II, KOLKATA
13 JAN 2015

1F. Mrs. Urmila Agarwal, wife of
Jaikishen Agarwal, residing at 9,
Dwarka Nath Tagore Lane, Kolkata -
700 007.

1G. Mrs. Raj Agarwal, wife of Pavan
Kumar Agarwal, residing at 42A,
Harish Mukherjee Road, Kolkata -
700 025.

2A. Smt. Narayani Devi Dhanania
alias Agarwal,

2B. Rajendra Prasad Dhanania
alias Agarwal,

2C. Prahlad Rai Dhanania, alias
Agarwal,

2D. Hari Ratan Dhanania,

2E. Surendra Dhanania,

2F. Ashok Dhanania,

2G. Kamal Dhanania,

2H. Rajesh Dhanania,

- All residing at 1, Lord Sinha
Road, Kolkata-700 071.

2I. Smt. Darshana Agarwal, wife of
Subhash Agarwal, residing at 48D,
Muktaram Babu Street, Kolkata-700
007.





ADDITIONAL REGISTRAR
OF ASSURANCES - CALCUTTA
13 JAN 2015

2J. Smt. Saroj Khemka, W/o. Vinsy Khemka, reside at 3/1A, Allpore Park Road, Kolkata-700 027.

2K. Smt. Sumitra Sureka, W/o. Ramesh Sureka, residing at 84/N/A, Block-E, New Alipore, Kolkata-700 053.

3. DINA NATH AGARWAL, son of Late Banshidhar Agarwala;

4. HARIKISHAN DAS AGARWALA, son of Late Santlal Agarwal,

All residing at 1, Lord Sinha Road, Calcutta-700 016, within the aforesaid jurisdiction.

5. GOURISHANKAR LOHIA, son of Late Rameshwar Das Lohia, carrying on business at P-15, India Exchange Place Extension, Kolkata-700 073, within the aforesaid jurisdiction.

DEFENDANTS.





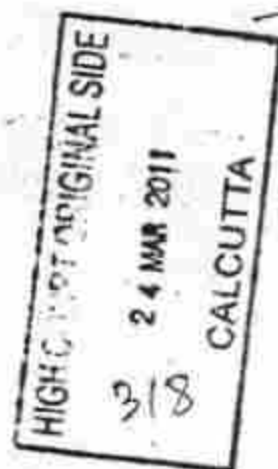
ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

G.A. No. 854 of 2011
C. Suit No. 619 of 201985

NO 2000 P 5 by
24/3/11

In the High Court at Calcutta

Ordinary Original Civil Jurisdiction



65
24-3-2011

130-7-5
2014

President of the Union of India

Lawan Properties, a registered partnership firm, carrying on business at 10, Canning Street Calcutta - 70001 within the said Jurisdiction

Plaintiff.

- Versus -

- 1(A). Mr. Bishwanath Agarwal alias Dhanania,
- 1(B). Mr. Yuddhistel Kumar Agarwal alias Dhanania,
- 1(C). Mr. Vijay Dhanania, All residing at 1 Lord Sinha Road Kolkata - 700071. Within the aforesaid Jurisdiction.
- 1(d) Mrs. Vidya Devi Chamarica, wife of Hanuman Prasad Chamarica, residing at 59, Rai Bahadur Road Behala Kolkata - 700034.
- 1(e) Mrs. Premalata Agarwal, residing at 1 Dr. Abani Dutta Road Gollabari, Howrah.
- 1(f) Mrs. Urmila Agarwal, wife of Jai Kishan Agarwal residing at 9 Dwarka North Tagore Lane Kolkata - 700007
- 1(G) Mrs. Raj Agarwal, wife of Pawan Kumar Agarwal residing at 42 A, Hamir Mukherjee Road Kolkata - 700025.
- 2(A). Smt. Narayani Devi Dhanania, alias Agarwal
- 2(B). Rajendra Prasad Dhanania alias Agarwal
- 2(C). Prahlad Rai Dhanania, alias Agarwal
- 2(D). Hari Ratan Dhanania,

P.S.B.



ADDITIONAL REGISTRAR
OF ASSURANCES - CALCUTTA
13 JAN 2015

2(E). Surendra Dhanania,

2(F). Ashok Dhanania,

2(G). Kamal Dhanania,

2(H). Rajesh Dhanania, all residing at 1 Lord
Sinha Road Kolkata - 700071.

2(I). Smt. Darshana Agarwal, wife of Subhas
Agarwal, residing at 48 D Muktarom Babu Street
Kolkata - 700007

✓ # 2(J) Smt. Saroj Khemka, w/o Vinay Khemka,
residing at ~~48 D Muktarom Babu Street Kolkata~~
700007. 3/LA, Alipore Park Road, Kolkata -
700027.

2(K). Smt. Sumitra Surkar, w/o. Ramesh Surkar,
residing at 84/N/A, Block E, New Alipore, Kolkata
700053.

✓ #

Defendants.

3. Dina Nath Agarwal, all sons of Late Banshidhar
Agarwal

4. Harikrishnan Das Agarwal, son of Late Santlal
Agarwal, all residing at 1, Lord Sinha Road
Calcutta - 700016 within the said Jurisdiction.
and

5. Gaurishankar Lohia, son of Late Ramashwar Das
Lohia, carrying on business at P. 15,
India Exchange Place Extension, Calcutta - 700073
within the said Jurisdiction.

- Defendants.

Suit filed for a decree for
specific performance of the Agreement dated
Thirteenth day of October one thousand nine
hundred eighty two a copy whereof is annex-
ure 'c' to the plaint; for a decree directing
the defendants Mr. Bishwanath Agarwal & ors.
to specifically perform the said agreement,
42/5A.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

13 JAN 2015

by taking all steps necessary for work of construction and to execute the deed of conveyance in respect of the half portions of premises no 46 A. and 46 B, Shakerbaga Sarani, formerly known as Theatre Road, Calcutta and to do all things necessary and for proper implementation of the agreements, in default of defendants Mr. Bishwanath Agarwal & ors. or any of them not taking steps and/or executing any documents necessary for implementation of the said agreement, The Registrar of this Hon'ble court, original side, be empowered and directed to execute the requisite documents from time to time for and on behalf of the defendants Mr. Bishwanath Agarwal & ors. or defaulting said premises no. 46 A & 46 B, Shakerbaga Sarani Calcutta in terms of the agreement. for interest on the said sum of Rupees one lac only from the thirteenth day of October one thousand nine hundred eighty three upto Tenth day of October one thousand nine hundred eighty five as pleaded in paragraph 17 to the plaint and further interest at the same rate until possession for appointment of receiver; for injunction; for such further and other directions or orders as will in the circumstances of the case give the plaintiff favour properties complete relief and for costs;

Application being G.A. No. 854 of 2011 on behalf of the plaintiff favour properties, and the defendant nos. 1B Mr. Yashvirat Kumar Agarwal, 1D. Mrs. Vidya Devi Chamaran, and 1F Mrs. Umila Agarwal, (hereinafter referred to as "the said parties"); this day made i.e. Twenty third day of March two thousand eleven for final disposal before The Hon'ble Judge Bamejee, one of the Judges of this court, in the presence of the advocates for the appearing parties and upon reading on the part of the said parties a compromised petition verified by respective affidavits of the said parties affirmed on the Eighteenth day of March two thousand eleven and one exhibit being the Terms of Settlement (particulars thereof are set out in the Schedule hereunder written and hereinafter referred to as "the said Terms of Settlement") annexed thereto and marked with the letter 'A'



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
13 JAN 2015

and all filed on Twenty first day of March two thousand eleven and a notice hearing date Eighteenth day of March two thousand eleven and an affidavit of Ram Kumar Mannar of due service thereof affirmed on Twenty third day of March two thousand eleven and filed herewith. And sufficient court fees having been paid And the said parties having agreed to the terms of the said Terms of Settlement And it is declared with the consent of the said parties by the Signatures of the plaintiff savean properties by the pen of its partner in the presence of two witnesses, Rahul Nangalia, of 32c, New Road Alipore, Kolkata - 700027 and Rajeev Kumar Yadav of 7c, Kiron Shankar Roy Road, Kolkata - 700002 and that of its Advocate and also by the Signatures of the defendant no. 13. Mr. Yashvirat Kumar Agarwal, in the presence of two witnesses, Dhruv Chamania, and Aniruddh Chamania, both of 1, Lord Sinha Road, Kolkata - 700001 (hereinafter referred to as "the said witnesses"), and that of his Advocate and also by the Signatures of the defendant no. 14. Mrs. Vidya Devi Chamania, in Hindi which is read over and explained by her Advocate in the presence of the said witnesses and that of her Advocate and also by the Signatures of the defendant no. 15. Mrs. Urnila Agarwal, in the presence of the said witnesses and that of her Advocate at the foot of the said Terms of Settlement that the said Terms of Settlement be recorded and ought to be carried out and the same is ordered and decreed accordingly And this court doth not think fit to make any order as to costs of and incidental to this application being G.A. No. 854 of 2011.

Witness:-



Ay
S.A.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

Witnesses, - Mr. Jainnarayan Patel, Chief Justice at Calcutta aforesaid the Twenty third day of March in the year two thousand eleven.

- Srenik Singha - - - Advocate.
- A.K. Ghosh - - - Advocate.
- Smita Das De - - - Advocate.
- G.N. Jajodia - - - Advocate.
- Bidyut Dutta - - - Advocate.
- Atish Ghosh - - - Advocate.
- C.K. Deora - - - Advocate.
- J.K. Bose & Co. - - - Advocates.
- Sambhu Dutta - - - Advocate.

sd/- Indra P. Mukerji, J
Judge.

CERTIFIED TO BE A TRUE COPY
ASW Smta
315/14
Authorized under Section 76 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

Asw
02.05.2014
Master.

Asw
02.05.2014

S.S. Gh.
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29.7.11

✓ Sketch map/plan is not available in the records as indicated in the order Dtd. 11th day of April, 2014 passed by His Lordship The Hon'ble Mr. Justice I.P. Mukerji.

Schedule

P.S.
S.D.
Sulav Bhatnagar
08/05/14

Asw
07.05.2014
Master.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

Schedule above referred to
Terms of Settlement

1 The Plaintiff and the defendant Nos. 1B, 1D and 1F, have settled their disputes in the above suit in the manner following:-

I) Sankar Lal Agarwal, Ramji Das Agarwal, Har Kishan Das Agarwal and Sina Nath Agarwal (hereinafter referred to as the ORIGINAL OWNERS) during their life time were the owners of premises No. 46, Shakespeare Sarani, Kolkata - more fully and particularly described in the schedule hereunder written, hereinafter referred to as "the said premises", each one of them being entitled to undivided $1/4$ th share or interest into or upon the said premises.

II) The said original owners on October 13, 1982 (hereinafter referred to as the said agreement) entered into an agreement with the plaintiff for construction of one multi-storied building on the said premises. The said agreement was sufficiently precise to determine the exact nature of the building to be constructed on the said premises on the terms and conditions contained and recorded in the said agreement.

III) Upon the death of said Sankar Lal Agarwal and his wife Kalawati Devi the defendant Nos. 1A, 1B, 1C, 1D, 1E, 1F and 1G being the heirs of the deceased defendant Sankar Lal Agarwal jointly became entitled to the said undivided $1/4$ th share belonging to and/or held by the said Sankar Lal Agarwal. Each of the said defendant became entitled to $1/7$ th share in the undivided $1/4$ th share belonging to the said Sankar Lal Agarwal, since deceased i.e. to say $1/28$ th share each in the said premises.

IV) By and under or terms of settlement dated November 25, 2003, the defendant Nos. 1C & 1E



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

Transferred the entirety of their share to the plaintiff and the defendant No. 1G transferred 1/3rd out of her share in the said premises in favour of the plaintiff for the consideration mentioned in the said Terms of Settlement which was duly filed in the High Court at Calcutta by or Joint petition affirmed by all the consenting defendants i.e. the aforesaid defendants and the defendant nos. 2A, 2B, 2D, 2E, 2F, 2H, 2I, 2J, 2K (heirs of Ramji Das Agarwal, since deceased) and the defendant No. 3 (Biswanath Agarwal) and the defendant No. 4 (Har Kishan Das Agarwal) whereupon a decree was passed by this Honble court on July 29, 2004.

V) By reason of the aforesaid decree the plaintiff became entitled to 26/23rd share into or upon entirety of the said premises

VI) It is declared that after the transfer in favour of the plaintiff the defendant nos. 1A, 1B, 1D, 1F & 1G are presently jointly entitled to undivided 1/6th share in the said premises and each one of them being entitled to the following shares:

1. Biswanath Agarwal 1/28th share Defendant No. 1B
2. Yodhister Kumar Agarwal 1/28th share Defendant No. 11
3. Mrs. Vidya Devi Chammoria 1/28th share Defendant No. 10
4. Mrs. Umila Agarwal 1/28th share Defendant No. 1
5. Mrs. Raj Agarwal alias Rambilwala 1/42th share Defendant No. 1G

VII) It is hereby recorded and declared that the said defendants nos. 1A, 1B, 1D, 1F & 1G have agreed to sell and transfer their entirety of the right, title and interest into or upon the said premises in favour of the plaintiff absolutely and forever, whereby the plaintiff has agreed to pay to the defendants a total consideration amount of Rs. 4,00,00,000/- (Rupees four crores).



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ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
13 JAN 2015

only which amount has been apportioned among the defendants in proportion to their respective shares herein mentioned below:-

1. Biswanath Agarwal (Defendant No. 1A) Rs. 85,71,428.00
2. Yashvirat Kumar Agarwal (Defendant No. 1B) Rs. 85,71,428.00
3. Mrs. Vidya Devi Chammaria (Defendant No. 1D) Rs. 85,71,429.00
4. Mrs. Umila Agarwal (Defendant No. 1F) Rs. 85,71,429.00
5. Mrs. Raj Agarwal alias Ranilawala (Defendant No. 1G) Rs. 57,14,286.00

Total :-

Rs. 4,00,00,000.00

VIII) The Defendant No. 1D is transferring her share in the said premises by two different Terms of Settlement one along with the defendant No. 1A and the other along with the defendant No. 1B. This Method has been adopted in as much as the defendant No. 1D desires to gift $\frac{2}{3}$ rd share of constructed area she would receive to the defendant No. 1A and the balance $\frac{1}{3}$ rd share in the constructed area receivable by her to the defendant No. 1B.

IX) In consideration of the plaintiff agreeing to pay a sum of Rs. 85,71,428/- (Rupees eighty five lakhs seventy one thousand four hundred twenty eight), only to the defendant No. 1B and agreeing to hand over possession of 1050 Sq. ft. of Super built up area along with parking space for one car in the new building to be constructed on the said premises by the plaintiff upon receipt

P.S.A.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

13 JAN 2015

of vacant possession of the said premises free from all encumbrances and upon sanction of the building plan by the concerned authorities, the defendant no. 1B agrees to transfer, sell and convey his 1/28th share in the said premises along with his right, title and interest in the agreement dated October 13, 1982 to the plaintiff absolutely and forever.

- X) The plaintiff has paid the said consideration amount to the defendant no. 1B by cheque drawn on Andhra Bank, Ezra Street (Kolkata Main Branch) Kolkata by cheque no. 515951 dated January 25, 2011 for Rs. 11,00,000/- and by cheque no. 375651 dated 17.03.2011 for Rs. 74,71,428/- aggregating Rs. 85,71,428/- in favour of the defendant no. 1B which cheque has been appropriated by the defendant no. 1B in satisfaction of the monetary consideration payable to the defendant no. 1B.
- XI) In consideration of the plaintiff agreeing to pay a sum of Rs. 85,71,429/- (Rupees eighty five lakhs seventy one thousand four hundred and twenty nine) only to the defendant no. 1F and agreeing to hand over possession of 1050 Sq. ft. of Sphel built up area along with parking space for one car in the new building to be constructed on the said premises by the plaintiff upon receipt of vacant possession of the said premises free from all encumbrances and upon sanction of the building plan by the concerned authorities, the defendant no. 1F, agrees to transfer, sell and convey her 1/28th share in the said premises along with her right, title and interest in the agreement dated October 13, 1982 to the plaintiff absolutely forever.
- XII) The plaintiff has paid the said consideration amount to the defendant no. 1F by cheque drawn on Andhra Bank, Ezra Street (Kolkata Main Branch) Kolkata by cheque no. 375652 dated 17.03.2011 for Rs. 85,71,429/- in favour of the defendant no. 1F which cheque has been appropriated by the defendant no. 1F in satisfaction of the monetary consideration payable to the defendant no. 1F.



ADDITIONAL REGISTRAR
INSURANCE-II, KOLKATA
13 JAN 2015

to the defendant No. 1F.

XIII) In consideration of the plaintiff agreeing to pay a sum of Rs. 28,57,143 (Rupees twenty eight lakhs fifty seven thousand one hundred and forty three) only and agreeing to hand over 350 Sq. ft. of Super built up area in the new building to be constructed in the said premises by the plaintiff upon receipt of vacant possession of the said premises free from all encumbrances and upon sanction of the building plan by the concerned authorities the said defendant No. 1D agrees to transfer her right, title and interest in her 1/3rd share out of the 1/28th share i.e. 1/84th share in the said premises along with her right, title and interest in the agreement dated October 13, 1982 to the plaintiff absolutely and forever.

XIV) The plaintiff has paid the said consideration amount to the defendant No. 1D by cheque No. 375654 dated 17-03-2011 for Rs. 28,57,143/- drawn on Andhra Bank, EZra Street (Kolkata Main Branch) Kolkata in favour of the defendant No. 1D which has been appropriated by the defendant No. 1D in satisfaction of the monetary consideration payable to the defendant No. 1D.

XV) The defendant Nos. 1B, 1D, and 1F having received their full purchase consideration save and except the allocated area which would be delivered upon construction of the new building at the said premises undertake to execute the deed of conveyance in favour of plaintiff within seven days from the date of the order to be passed herein, transferring and conveying their respective right, title and interest as aforesaid in the said premises to the plaintiff along with their right, title and interest in the said agreement dated October 13, 1982 to the plaintiff absolutely and forever and all the right, title and interest of the defendant Nos. 1B & 1D (in respect of her 1/3rd share) and 1F in the said

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ADDITIONAL REGISTRAR,
OFFICE NO. 103-II, KOLKATA
13 APR 2015

premises shall stand extinguished. The Draft of the Deed of conveyance has been duly approved by the said defendant nos. 1B, 1D and 1F and the plaintiff will be entitled to amend or alter the said Deed of conveyance or put the name of its nominee or nominees in his place and stead and the said defendant shall not raise any objection thereto in any manner whatsoever.

XVI) It is hereby agreed between the plaintiff and the defendant no. 1B that the portions which are presently in occupation of the said premises will be delivered in vacant condition to the plaintiff without demur or raising any objection and at and from the date of signing of these terms of Settlement the said defendant shall hold the various portions in his occupation at the said premises in trust and for the benefit of the plaintiff and hereby further undertake to this Hon'ble Court not to part with the possession excepting to the plaintiff and/or create any third party interest in respect thereof.

XVII) It is recorded and declared that consequent to the sale and transfer of the respective right, title and interest of the said defendant in terms of this Settlement, the plaintiff shall be entitled to get itself added as party to the partition suit being C.S. No - 148 of 2002 and shall be entitled to be allotted the shares of the defendant nos. 1B, 1D and 1F and until such time the plaintiff is substituted, the defendant shall conduct the said suit and/or proceeding in respect of the said premises for the benefit of the plaintiff and at the cost of the plaintiff.

XVIII) It is hereby recorded and declared that the said defendant shall also execute a General Power of Attorney in respect of their respective shares in favour of the plaintiff's father namely Mr. Shyam Sundar Naygali and the nominee of the plaintiff namely Lakshmanendra Kumar Agarwal to take -



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ADDITIONAL REGISTRAR
REGISTRATION-11, KOLKATA
22 JUN 2015

take all necessary steps and to give effect to this Terms of Settlement and such power of Attorney shall be irrevocable.

- XIX) The above Suit will stand Decreed in terms of this Terms of Settlement against the defendant Nos. 1B, 1D, and 1F and in favour of the plaintiff.
- XX) Each party shall pay and bear their respective costs, charges and expenses.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the messuage tenement and hereditaments TOGETHER WITH the piece and parcel of revenue redeemed land containing an area of 2 Bighas 5 cottahs 8 chittacks 20 Sq. ft. (be the same or little more or less) Wherupon or any part whereof the name is erected and ~~built~~ being Municipal premises No. 46A and 46B Theatre Road (now known as premises No. 46 - Shakespeare Sarani) Kolkata - Town 7 within police station - Shakespeare Sarani - within ward No. 63 and within the limits of Kolkata - Municipal corporation in the South division of Kolkata and built and bounded as follows, that is to say:-

- ON THE NORTH: By Shakespeare Sarani
- ON THE SOUTH: By premises No. 1 Auckland Square
- ON THE EAST: By premises No. 48 Shakespeare Sarani (known as Kalu Mandir)
- ON THE WEST: By partly premises No. 44 Shakespeare Sarani, (IDBI Building) and partly premises No. 2 Auckland Square



ADDITIONAL REGISTRAR
CLASSIFICATION-II, KOLKATA
13 JAN 2015

OR HOWSOEVER OTHERWISE the said premises butted bounded called known numbered described and distinguished as hereinbefore stated and the situation whereof has been shown and delineated in the map or plan annexed hereto and bordered in RED colour thereon.

Sd. Y.K. Dhanania

Signed by the defendant
No. 1B in presence of
the following witnesses:

WITNESSES

1. Sd. Dhruv Dhanania
1 Lord Sinha Road Kol-71
2. Sd. ~~And~~ illegible

Sd. Vidya Devi Chandra

Signed by the defendant No. 1D
in the presence of the
following witnesses

Witnesses:-

1. Sd. Dhruv Dhanania
1 Lord Sinha Road Kol-71
2. Sd. illegible
1 Lord Sinha Road Kol-71

Sd. Umilav Agarwal

Signed by the defendant No. 1E
in presence of the following witnesses

Witnesses:-

1. Sd. Dhruv Dhanania
1 Lord Sinha Road Kol-71

2. Sd. illegible

1 Lord Sinha Road
Kol-71

H/S
S.M.

Sd. Pawan Properties
by the pen of

Sd. Shyam Sunder Nangalia
Partner

Signed by the Plaintiff in
presence of the following
witnesses:

WITNESSES:

1. Sd. Balub Nangalia
32 C New Road
Alipora Kol-27
2. Sd. Rajeev Kumar Yadav
7C Kiron Shankar Roy
Road Kol-1



ADDITIONAL MINISTER
OF ASSEMBLY HOUSE
13 JAN 2015

14
Sd. Eligible
Advocate for the Defendant No. 13

Sd. Eligible
Advocate for the Plaintiff

Sd. Smriti Das De
Advocate for the Defendant No. 10

Sd. Smriti Das De
Advocate for the Defendant No. 11F

Sd. Indra P. Mukerji, J.
JUDGE
02/05/2014
Master

Chaitanya
02/05/2014

54.5.14
Sd. S. S. S.
29.7.11

R-14
Sd. S. S. S.
Sd. S. S. S.
02/05/14

CERTIFIED TO BE A TRUE COPY

Sd. S. S. S.
02/05/14

Authorised under Section 76 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

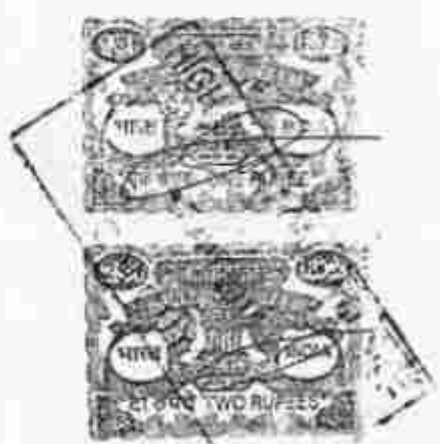
EXCISE NO. 41



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
13 JAN 2015

84

38



$$\frac{4.15}{50.}$$

2007/11/21
 2007/11/21



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

13 JAN 2015

G.A. 854 of 2011
c. Suit No. 619 of 201985

In the High Court at Calcutta

29th

Ordinary Original Civil Jurisdiction

Person preferred

Mr. Bidhanmala Agarwal & Co.

Decree of 23rd day of March 2011

Filed this *29th* day of *May* 2014.

Assistant Registrar

Suman K. Singharvi

WIPR-2009/16-1760-03M

E

Signed by the Judge - 06.5.14
Plak

KM

- i) Date of application on for Copy..... 24.3.11
- ii) Date of notifying the charges..... 8.5.14
- iii) Date of posting of the charges..... 8.5.14
- iv) Date on which the copy is ready for delivery..... 8.5.14
- v) Date of Making over the copy to the applicant..... 8.5.14

Section Officer (Group-A Service)
High Court, Original Side
Calcutta
8.5.14

8/5/14

S. Singharvi

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015



Handwritten text in a box, possibly a signature or date, including the word "Date" and some illegible characters.

3. The property, which is on Shakespeare Sarani, has an area of 1 bigha 19 cottahs 10 chittacks (as measured by the erstwhile surveyor, Dr. Ashok Nain) and has Kalamandir to the east and the IDBI building to the west.
4. The defendant no. 4 is presently in occupation / possession of :
- the portions marked in blue ink on the enclosed sketch plan 'A', and
 - one room on the first floor of the 2-storied 'main building'.
5. The defendant no. 1 is presently in occupation / possession of :
- the portions marked in red ink on the enclosed sketch plan 'A', and
 - two rooms on the first floor of the 2-storied 'main building', one of which is occupied by a company named 'M/s Mutual Technologies Pvt. Ltd'. The defendant no.1 will, if necessary, produce relevant papers relating to the nature of such occupation;
 - the room on the front side of the premises, which is shown as 'Meter Room' on the sketch plan 'A', though electricity meters of the defendant no.4 are installed in a portion of that room.
6. There are two rooms opening onto Shakespeare Sarani which are occupied by two washer-men (*dhobi-s*). One Jangilal Chowdhury, son of Late Kishan Chowdhury, is occupying the room on the north-east, i.e. Kalamandir, side, while the other on the north-west or IDBI side is occupied by one Surendra Chowdhury and/or his brother Mahendra. Both Jangilal and Surendra claimed that they became tenants under the previous owner, one M Bashir, and that they have been depositing rent with the Rent Controller, Calcutta in the name of M Bashir ever since M Bashir left, and stated that given some time they will produce relevant receipts and papers. The Receiver informed them that the matter will appear next on 28 February 2011 and gave them each a copy of the order dated 18 February 2011. Both Jangilal and Surendra, however, refused to acknowledge receipt of the copies of the order.



ADDITIONAL REGISTRAR
OF COMPANIES-II, KOLKATA
13 JAN 2015

7 It is the common contention of the plaintiffs (except plaintiff no.7 who was neither present nor represented) and the defendant no.2 that the portion marked 'X' in the enclosed sketch plan 'B' was in the occupation of the defendant no.2, while the portion marked 'Y' in the sketch plan 'B' was in the occupation of the said plaintiffs, but that the defendant no.4 has recently encroached upon and has been wrongfully occupying the said portions 'X' and 'Y' taking advantage of the fact that neither the said plaintiffs nor the defendant no.2 have been visiting the premises for the last 5 years or so. The defendant no.4 has denied this claim. According to him, he has been in occupation of the contentious portion for over 20 years and/or 'since long'.

8 It is also contended by the said plaintiffs that the defendant no. 4 has been unauthorizedly carrying on construction work in the portion marked 'Z' on the sketch plan 'B'. According to the defendant no.4, no construction is taking place, only necessary repair work, particularly of the tin roof, is being carried out.

9 The representative of the said plaintiffs further pointed out to a number of milk cans hanging against a tin shed on the eastern (Kalamandir) side and alleged that the shed has been let out by the defendant no.4 to a milkman. This allegation is denied by the defendant no.4. On the shed-door being unlocked by the defendant no.4, with the keys which were with a durwan, only a few wooden articles/pieces were found to be lying inside the shed.

10 The plaintiff no.3's further contention is that the three rooms on the first floor of the 'Main Building', one on the Kalamandir side, one on the IDBI building side and the third on the Shakespeare Sarani side, used to be common areas to which all the parties had equal access. As noted in paragraphs 5 and 6 above, the defendant no.4 is occupying one of these rooms, while the defendant no.1 the other two. Such occupation by the defendants no.1 and 4, according to the plaintiff no.3, is wrongful. This allegation is denied by the said defendants, with the defendant no.4 claiming to have been in possession of the one room 'all along'.



ADDITIONAL REGISTRAR
OF ASSURANCES II, KOLKATA
13 JAN 2015

11. In course of the meeting, a letter dated 26 February 2011 was handed over by or on behalf of the defendant no.2 to the Receiver.

12. Copies of the hand-written minutes of the meeting held at site, together with the two sketch plans, and the 2nd defendant's letter dated 26 February 2011 have been handed over to the parties present or their representatives. For easy reference, a copy each of the order, Mr Bidyut Dutt, Advocate's covering letter dated 24 February 2011, the Receiver's notice, the minutes (hand-written as well as typed) together with the two sketch plans marked 'A' and 'B', and the letter dated 26 February 2011 handed over by or on behalf of the defendant no.2 to the Receiver, are enclosed *



[Sondwip Mukherjee]

28/2/2011

**Copies of the documents mentioned in paragraph 12 are not included inasmuch as copies of the same have already been served on the parties on 26 February 2011.*





ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

13 JAN 2015

re: G.A. No 1248 of 2008
G.A. No 598 of 2008
G.A. No. 1075 of 2008
C.S. No. 148 of 2002

Smt. Narayani Devi Dhanania & Ors.

- vs -

Dinanath Agarwal & Ors.

Minutes of the meeting held at 46A & 46B, Shakespeare
Sarani, Kolkata on Saturday 26th February 2011 at 11 A.M.

Present:

1. Mr. Sandeep Mukherjee, Advocate Receiver
2. Mr. Bidyut Oute, Advocate for ^{all} Plaintiffs except Plaintiff nos 3 & 7,
with Plaintiff no 4
3. Mr. Prahlad Rai Dhanania, Plaintiff no. 3
4. Ms. Ishita Bose, Advocate, of J. N. Bose & Co, for the defendants of the
defendant no. 1 with Ms. Susar Dhanania
5. Mr. Raj Kumar Dhanania, defence for and on behalf of the def legal heirs
and representatives of the defendant no. 2.
6. Mr. K. L. Yadav, Advocate for with Yudhishthir Dhanania, defendant no. 4

I. By the Order dated 16th February 2011 passed by the
Hon'ble Justice Sanjib Banerjee, the Receiver was appointed with a
direction to ascertain if any part of the property, i.e., 46A & 46B,
Shakespeare Sarani, Kolkata is under the occupation of any person.
The order further provides that if the Receiver finds any
person other than the 4th defendant at the premises, the Receiver
is to call for the records and other material in support of such
person's occupation.

II The Receiver took a look around the said property.
The defendant no. 4 claims to be ^{presently occupying} possession of the
portions marked in Blue ~~marked~~ on the Sketch Plan marked 'A',
as also a portion of the "main building", which the defendant no. 4
shares with the defendant no. 1.



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

13 JAN 2015


The other room, which is on the North West/
IBBI side, is also occupied by a Shobi, Susendra
Chowdhury and/or Mahinder Chowdhury. This shobi also
claims that rent is being deposited with the Rent Controller
and, given time he can produce necessary papers.

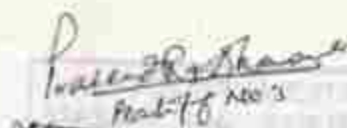
Both ~~the~~ also Janglal and Susendra have been served
with a copy each of the Order dated 18th February 2011
and they have also been informed that the matter is to
appear on 28th February 2011. The said persons, however,
refused to acknowledge receipt of the copies of the Order.

IX According to the defendant no. 2, the portion
marked "X" in the sketch plan marked "B" was in
the occupation of the defendant no. 2. The portion marked
"Y", as claimed by the plaintiffs (excepting 7), was in the
occupation of the said plaintiffs. According to the defendant
no. 2 and the said plaintiffs the portions marked "X" and
"Y" are now in the ~~occupation~~ occupation of defendant no. 4 wrongfully.
The defendant no. 4 reiterates his denial and contends
that he has been in occupation thereof for over 20 years.
The defendant no. 2's representative has handed over a letter dated 26.2.2011,
copy of which is appended and marked "C".

X It is contended by the plaintiffs that the defendant
no. 4 has been carrying out construction work in the portion
marked "Z" in plan B, although he is not supposed to do
so. It is the case of the defendant no. 4 that he is only
carrying out necessary repair work.

XI It is the contention of the Plaintiff no. 3 that three
rooms, one the first floor of the main building, one on the
Kala Mandir side, one on the IBBI side and 3rd on the Singapore
Sarani side used to be common areas. Two of these rooms have
now been wrongfully occupied by the defendant no. 1 while
the other by the defendant no. 4. According to the defendant
no. 4 the said one room had all along been in the possession
of the defendant no. 4.


Advocate
B.S.
Admn.


Plaintiff No. 3
J.S.
Adv. No. 4.

Malbansaria
Raj Kumar Shawaria
for and on behalf of
the heirs and legal
representatives of Dd
11.2.11



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
13 JAN 2015

G.A. No. 1248 of 2008

G.A. No. 598 of 2008

G.A. No. 1075 of 2008

C.S. No. 148 of 2002

Smt. Narayani Devi Dhanania & Ors

-vs-

Dmanath Agarwal & Ors

REPORT

of the Receiver,

Sondwip Mukherjee, Advocate

1. On 18 February 2011 the Hon'ble Justice Sanjib Banerjee passed an order appointing the Receiver for the purpose of ascertaining -

- a) if any part of the property is under the occupation of any person; and
- b) the basis on which the other occupants, if any, are continuing in occupation.

The order further stipulates that 'if the Receiver finds any person other than the fourth defendant at the premises, the Receiver will call for the records and other material in support of such person's occupation and the Receiver will also inform such person that the matter will appear next on February 28, 2011'. A copy of the order downloaded from the internet was served on the Receiver by Mr Bidyut Dutt, Advocate on 24 February 2011. It appears that certified copy of the order is yet to be obtained.

2. In pursuance of the order dated 18 February 2011, and upon notice to the Learned Advocates for the parties, the Receiver visited the concerned premises, i.e. 46A and 46B Shakespeare Sarani, Kolkata on 26 February 2011 at 11.00 in the morning.



[Handwritten signature]

ADDITIONAL REGISTRAR,
OF ASSURANCE-II, KOLKATA.
13 JAN 2015

Government of West Bengal
Office of the A.R.A. - II KOLKATA
W.B. FORM NO. 1504

Date: 13/01/2015

Deed No.	00360/2015	Deed No.	Not Allotted
Resident Name	Shyam Sundar Nangalia	Claimant Name	Shyam Sundar Nangalia
Executant Name	Mrinal Kanti Sardar		
Type of Deed	Sale Document		
Market Value	Rs 4,36,45,552/-		
Add. Transaction	Agreement(2), Receipt Amount Rs 27248000		

Fees & Standard User charge* Paid (Break up as below)	Rs 581/-	Stamp Duty Paid (Break up as below)	Rs 100/-
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1. By Cash *	Rs 581/-	1. By Stamp	Rs 100/-
2. By Draft/BC/SABR		2. By Draft/BC/SABR/Challan	
Sl. No.*	Date*	Amount (Rs.)	Sl. No. No.*
			Date*
			Amount (Rs.)

Article :A(1)-88/.

By Cash* Amount includes Standby User Charge of Rs 493/-
 No* - Draft/Bankers Cheque/SABR/Challan No. Date*
 -Draft/Bankers Cheque/SABR/Challan Date

Registering Officer
A.R.A. - II KOLKATA

Government of West Bengal
Office of the A.R.A. - II KOLKATA
W.B. FORM NO. 1564 (Miscellaneous Receipt)

Date: 15/01/2015

Serial No. **00360/2015** Deed No. **I-00430/2015**
 Presentant Name **Shyam Sundar Nangalia**
 Executant Name **Mrinal Kanti Sardar** Claimant Name **Shyam Sundar Nangalia**
 Type of Deed **Sale Document**
 Market Value **Rs 4,30,45,552/-**

Addl. Transaction: **Agreement(2), Receipt Amount/Rs 27748000**

Fees & Standard User charges
 Paid (Break up as below)

Stamp Duty Paid
 (Break up as below)

Rs 450/-

1. By Cash *

2. By Draft/BC/SABR

Sl. No.*	Date *	Amount (Rs.)
----------	--------	--------------

1. By Draft/SABR/Challan Rs

Rs 450/

Sl. No.	No. *	Date *	Amount (Rs.)
---------	-------	--------	--------------

1.	391015	15/01/2015	4500
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Article :

By Cash* Amount includes Standard User Charge of Rs /-

No* - Draft/Bankers Cheque/SABR/Challan No. Date *

-Draft/Bankers Cheque/SABR/Challan Date

Registering Officer
A.R.A. - II KOLKATA

AREA - 28, 04, 8CH, 20 SFT

Quarter DEF No-1

Defendant No-4

Water DEF No-4

Defendant No. 4

PASSAGE

COMMON PASSAGE

COMMON WELL

PASSAGE

PASSAGE

DEPENDENT NO 1

COMMON

MAIN BUILDING
(PARTLY OCCUPIED BY
DEPENDENT NOS 1 and defendant no-4

PASSAGE

WATER TANK

DEF No-1

Def No-4

COMMON TOILETS

DEFENDANT METER

No. 1

(10)

1-04

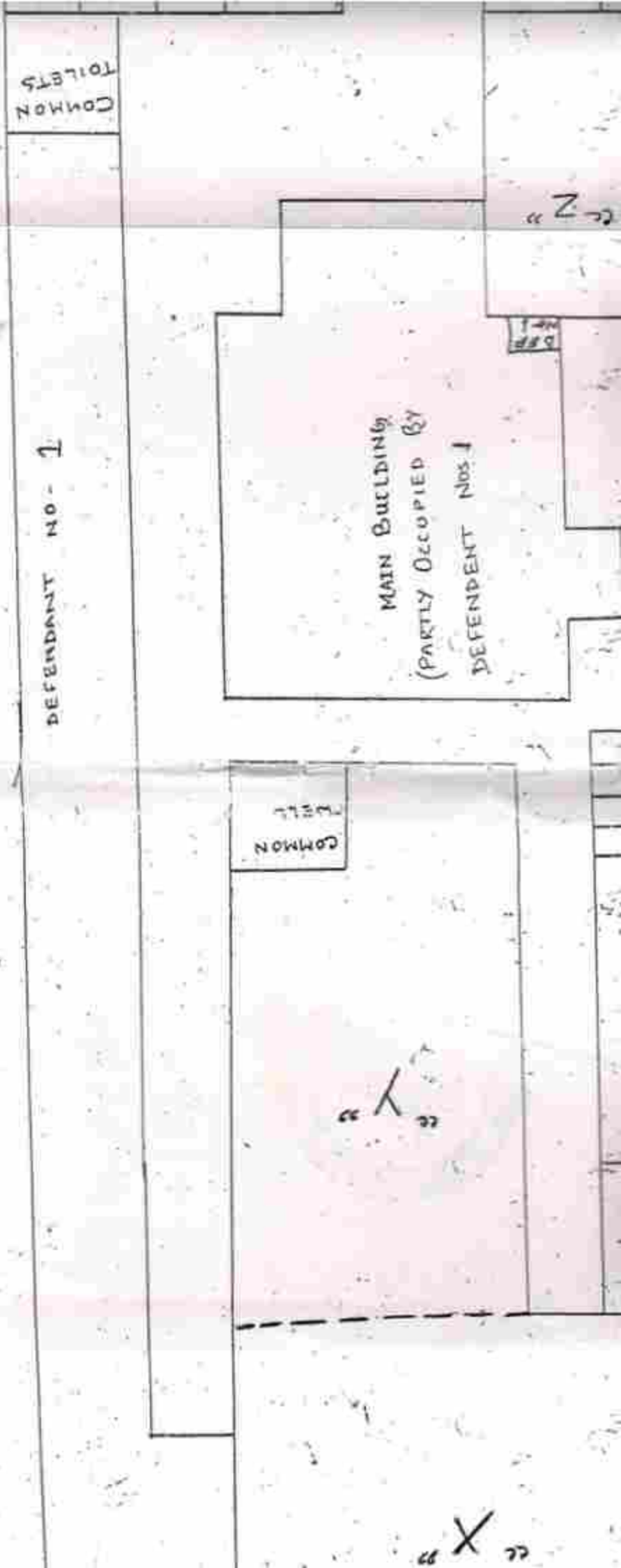
Possession of def No-4
Y. K. Sharma vs. others



SITE PLAN OF PREMISES No. 46 SHAKESPEARE SARANI, KOLKATA - 11

SCALE 20' = 1" (Approx)

AREA :- 28, 00, 80, 80 SFT. (Estimated)
280080.80 SFT.



DEFENDANT NO - 1

COMMON
TOILET

MAIN BUILDING
(PARTLY OCCUPIED BY
DEFENDENT NOS. 1



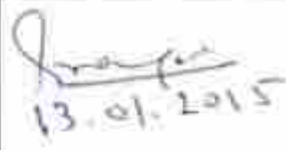
COMMON
TOILETS





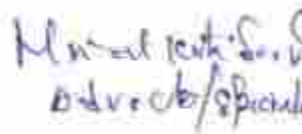



ADDITIONAL REGISTRAR
OF AS
MUNICIPAL, BELKANTHA
13 JAN 2015

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 00360 / 2015

I. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Shyam Sundar Nangalia 32 C , New Road, Block - B , 3rd Floor, Kol, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	 13/01/2015	 LTI 13/01/2015	 13.01.2015


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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mrinal Kanti Sardar Address -Special Officer Appointed By The High Court, District:-Kolkata, WEST BENGAL, India	Attorney	 13/01/2015	 LTI 13/01/2015	
2	Shyam Sundar Nangalia Address -32 C , New Road, Block - B , 3rd Floor, Kol, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 13/01/2015	 LTI 13/01/2015	

Name of Identifier of above Person(s)

Deobrat Upadhyay
High Court , Calcutta, District:-Kolkata, WEST BENGAL,
India

Signature of Identifier with Date


13/01/2015



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA

Handwritten marks at the top right corner.

Vertical handwritten text on the right side.

Yellowed or faded text in the middle left area.

Rectangular stamp with text:
SARINWADE BHARATIYA
STANA A. 10. 1. 1980
2007 JAN 6

Faded handwritten text at the bottom right.



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

Endorsement For Deed Number : I - 00430 of 2015
(Serial No. 00360 of 2015 and Query No. 1902L000037298 of 2014)

On 13/01/2015

Payment of Fees:

Amount By Cash

Rs. 88,00/-, on 13/01/2015

Registration Fees Rs. 7,85,238/- paid online on 09/01/2015 11:37AM with Govt. Ref. No. 192014150015183211 on 09/01/2015 11:19AM, Bank: HDFC Bank, Bank Ref. No. 136246285 on 09/01/2015 11:37AM, Head of Account: 0030-03-104-001-16, Query No:1902L000037298/2014

-- (Under Article : A(1) = 88/- on 13/01/2015)

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.-4,36,45,552/-

Certified that the required stamp duty of this document is Rs.- 3055210 /- and the Stamp duty paid as: Impressive Rs.- 100/-

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

Stamp duty Rs. 30,54,663/- paid online on 09/01/2015 11:37AM with Govt. Ref. No. 192014150015183211 on 09/01/2015 11:19AM, Bank: HDFC Bank, Bank Ref. No. 136246285 on 09/01/2015 11:37AM, Head of Account: 0030-02-103-003-02, Query No:1902L000037298/2014

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

Presented for registration at 13.48 hrs on :13/01/2015, at the Office of the A.R.A. - II KOLKATA by Shyam Sundar Nangalia ,Claimant.

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

Execution is admitted on 13/01/2015 by

1. Shyam Sundar Nangalia
Partner, Pawan Properties, 46, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani,
District:-Kolkata, WEST BENGAL, India, Pin :-700017.
By Profession : Business

Identified By Deobrat Upadhyay, son of , High Court , Calcutta, District:-Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

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Handwritten marks in the lower middle section.

Handwritten text in a rectangular box at the bottom left, possibly containing a date or reference number.



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

Endorsement For Deed Number : I - 00430 of 2015
(Serial No. 00360 of 2015 and Query No. 1902L000037298 of 2014)

1. Mrinal Kanti Sardar, son of . . . Special Officer Appointed By The High Court, District:-Kolkata, WEST BENGAL, India By Caste Hindu By Profession: Advocate, as the constituted attorney of 1. Youdhister Kumar Agarwal @ Dhanania 2. Vidya Devi Chamaria 3. Urmila Agarwal @ Ranilawala is admitted by him.

Identified By Deobrat Upadhyay, son of . . . High Court , Calcutta, District:-Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 15/01/2015

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 : 23, 5, 53 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 450/- is paid , by the draft number 391015, Draft Date 15/01/2015, Bank : State Bank of India, Specialised Insti B K G Kolkata, received on 15/01/2015

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

100

100

100
100
100

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

GRN: 19-201415-001518321-1
GRN Date: 09/01/2015 11:19:31
BRN : 136246285

Payment Mode Online Payment
Bank : HDFC Bank
BRN Date: 09/01/2015 11:37:34

DEPOSITOR'S DETAILS

Id No. : 1902L000037298/1/2014

(Query No./Query Year)

Name : Aravali Marketing Private Limited
Contact No. : Mobile No. : +91 9830091899
E-mail : ssn@koil.in
Address : 9/12 LAL BAZAR STREET,KOLKATA-700001
Applicant Name : Deobrat Upadhyay
Office Name : A.R.A. - II KOLKATA, Kolkata
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1902L000037298/1/2014	Property Registration- Stamp duty	0030-02-103-003-02	3054653
2	1902L000037298/1/2014	Property Registration- Registration Fees	0030-03-104-001-16	785238
Total				3839901

In Words : Rupees Thirty Eight Lakh Thirty Nine Thousand Nine Hundred One only



ADDITIONAL REGISTRAR
OF COMPANIES - CALCUTTA

13 JAN 2015

ADDITIONAL REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 3855 to 3926
being No 00430 for the year 2015.



(Dulal chandraSaha) 19 January-2015
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal