7311/09 (14) 24 51 I.10694/09

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्গ পশ্চিম বঙ্গাল WEST BENGAL

V/C M- 2125/09

B 571913

Q No-15443/09

At 12-25 P.m.

20.9.09

Certified that the Document is [illegible] Registration. The Signature [illegible] endorsement sheets attached [illegible] are the part of this Document.

Additional Registrar of Assurances-I, Kolkata

09-10-09

THIS INDENTURE made on this 19th day of September, Two Thousand and Nine B E T W E E N **SMT. SURATHI BALA PAUL,** wife of Late Krishna Chandra Paul, by faith Hindu, by nationality Indian, by occupation Housewife, residing at Village : Noapukur, Post Office : Goreghat, Police Station : Jainagar, District : South 24 Parganas, hereinafter referred to as the **"VENDOR"** (which expression shall

24220 173 24415 680 25148

JY 400 680

No. 1272 Dt. 16/9/09 1000/-

Name Shree Om Promoters Pvt Ltd.

Address 43/3 Hazra Road.

Vendar VC 1857-19

L. K. DAS
Licenced Stamp Vendar
Alipore Criminal Court

Subhasish Chowdhury

4735

SHREE OM PROMOTERS PVT. LTD.

Subhasish Chowdhury
Director

4736

সুভাষীশ

Identified by me
Arindam Mukherjee
Advocate
High Court Calcutta

Additional Registrar of Assurances, Kolkata
20 SEP 2009

unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, legal representatives, successors, nominees and assigns) of the **'ONE PART'** A N D **SHREE OM PROMOTERS PRIVATE LIMITED,** a Company registered under the Companies Act, 1956 and having its office at 43/3, Hazra Road, Kolkata – 700019, Permanent Account Number : AADCS6692Q, represented by its Director Mr. Subhasish Chowdhury, hereinafter referred to as the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office successors-in-interest and permitted assigns) of the **'OTHER PART'.**

WHEREAS at all material times one Madan Mohan Paul, since deceased, was the absolute owner as well as in use and enjoyment of several properties including the piece and parcel of land measuring more or less an area of 15 Cottahs 2 Chittacks comprised in Holding Nos. 360 and 361 being Municipal Premises No. 52, Bondel Road, Kolkata – 700019, situate at and lying in Mouza – Ballygunge, Touzi No. 2833, Division-V, Sub-Division-H, Dihi Panchanan Gram, District – 24 Parganas, within the Municipal Limits of Calcutta Corporation now Kolkata Municipal Corporation.

AND WHEREAS the said Madan Mohan Paul during his life time executed and registered his last Will and Testament dated 24th January 1928 in respect of his entire estate including the Premises No. 52, Bondel Road, Kolkata – 700019. By the said Will dated 24th January 1928, the said Madan Mohan Paul appointed his two sons, namely, Shri Haripriya Paul and Shri Kiran Hari Paul as the executors of the said Will.

AND WHEREAS on the 30th day of July 1929 the said Madan Mohan Paul died testate leaving behind him, his six sons, namely, Haripriya Paul, Durlav Hari Paul, Kiran Hari Paul, Lalit Hari Paul, Nani Gopal Paul, Phani Gopal Paul and two sons of his predeceased son Nitya Gopal Paul, namely, Jitendra Nath Paul and Nanda Lal Paul as his legal heirs and successors.

AND WHEREAS after the death of Madan Mohan Paul the executors named in the said Will dated 24th January 1928, obtained Probate from the Court of the District Delegate, Alipore in Probate Case No. 142 of 1929 and thereafter distributed the entire estate of the said Madan Mohan Paul, deceased to the beneficiaries, namely, Haripriya Paul, Durlav Hari Paul, Kiran Hari Paul, Lalit Hari Paul, Nani Gopal Paul, Phani Gopal Paul, Jitendra Nath Paul and Nanda Lal Paul, as per their respective allotments in terms of the said Will dated 24th January 1928.

AND WHEREAS by a Partition Deed dated 20th March 1938, duly registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 16, Pages 250 to 288, Being No. 784 for the year 1938 between the co-owners, the said Durlav Hari Paul was allocated several properties including the piece and parcel of land measuring an area of 8 Cottahs 4 Chittacks 15 Sq. Ft. more or less being a demarcated portion of Municipal Premises No.52, Bondel Road, Kolkata – 700019, together with the right, title and interest and in the common passage therein.

AND WHEREAS the said Durlav Hari Paul became the absolute owner of **ALL THAT** piece and parcel of land measuring an area of 8 Cottahs 4 Chittacks 15 Sq. Ft. more or less being a demarcated portion of Premises No. 52, Bondel Road, Kolkata – 700019 together with the right, title and interest therein and in the common passage and duly

mutated and recorded his name in the Assessment Register of the Kolkata Municipal Corporation, which was subsequently renumbered as Premises No. 52E, Bondel Road, Kolkata – 700019, more fully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as the **"Said Property"**.

AND WHEREAS said Durlav Hari Paul died intestate on 21.02.1959 leaving behind him his widow Gouri Bala Paul and five sons namely, (i) Basanta Kumar Paul, (ii) Sailendra Nath Paul, (iii) Pramatha Kumar Paul, (iv) Prasanta Kumar Paul and (v) Prafulla Kumar Paul and four daughters namely, (i) Smt. Raila Bala Paul, (ii) Smt. Bharati Bala Paul, (iii) Smt. Kamala Bala Paul and (iv) Smt. Bimala Bala Paul as his legal heirs and representatives who thus jointly inherited the Said Property of said Late Durlav Hari Paul, each having undivided and undemarcated 1/10th share therein.

AND WHEREAS while seized and possessed of the Said Property, said Gouri Bala Paul (mother) also died intestate on 07.04.1983 leaving behind her aforesaid sons and daughters who thus jointly inherited the said share of Gouri Bala Paul in respect of the Said Property and accordingly each of the sons and daughters acquired undivided and undemarcated 1/9th share each in respect of the Said Property by their predecessor-in-interest namely, Late Durlav Hari Paul.

AND WHEREAS while seized and possessed of the Said Property each having undivided 1/9th share therein, one of the daughter of said Durlav Hari Paul namely, Smt. Raila Bala Paul died intestate leaving behind her only daughter, Smt. Surathi Bala Paul as her legal heir and representative, who thus inherited the said undivided 1/9th share of her mother namely, Raila Bala Paul in respect of the Said Property.

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AND WHEREAS said Smt. Surathi Bala Paul, the present Vendor herein, thus by virtue of inheritance became the sole and absolute owner in respect of Land measuring about 14 Chittacks 32 Sq. Ft. together with 100 Sq. Ft. Brick Built Structure being the undivided 1/9th share out of the Said Property, measuring 8 Cottahs 4 Chittacks and 15 Sq. Ft. (approx.) together with structure standing thereon at Municipal Premises No.52E, Bondel Road, Kolkata – 700019, more fully and particularly described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity referred to as the **"Said Share"**.

AND WHEREAS by virtue of the aforesaid event, the Vendor herein, have become the sole and absolute owner and having absolute right, title, authority and till date have possession and sufficiently entitled to **ALL THAT** Land measuring about 14 Chittacks 32 Sq. Ft. together with 100 Sq. Ft. Brick Built Structure being the undivided 1/9th share out of the Said Property, measuring 8 Cottahs 4 Chittacks and 15 Sq. Ft. (approx.) together with structure standing thereon at Municipal Premises No. 52E, Bondel Road, Kolkata – 700019, more fully and particularly described in the Second Schedule hereunder written.

AND WHEREAS with a view to sell the Said Share out of the Said Property the Vendor has entered into an Agreement for Sale dated 30.10.2002 with the Purchaser herein for a consideration as mentioned therein and the Purchaser paid an advance money in respect thereof as mentioned therein. However, due to delay in making the sale and registering the Deed of Conveyance the Vendor has requested the Purchaser to enhance the amount of said consideration mentioned in the said Agreement and accordingly, upon mutual consent of the parties herein, the Purchaser hereby enhance the consideration money to total Rs.2,00,000/- (Rupees Two Lakh) only, as the full and final consideration money.

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AND WHEREAS as per the said Agreement for Sale and said further agreed consideration money, the Purchaser have approached to the Vendor for sale and registration of the Deed of Conveyance of the Said Share and the Vendor have accepted and hereby absolutely sell, transfer and convey the Said Share free from all encumbrances, trusts, liens, lispendens, attachments and liabilities of whatsoever and howsoever nature **ALL THAT** Land measuring about 14 Chittacks 32 Sq. Ft. together with 100 Sq. Ft. Brick Built Structure being the undivided 1/9th share out of the Said Property, measuring 8 Cottahs 4 Chittacks and 15 Sq. Ft. (approx.) together with structure standing thereon at Municipal Premises No.52E, Bondel Road, Kolkata – 700019, for a total consideration of Rs.2,00,000/- (Rupees Two Lakh) only, more fully and particularly described in the Second Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in total consideration of the sum of Rs.2,00,000/- (Rupees Two Lakh) only, paid by the Purchaser to the Vendor on or before the execution of these presents (the receipts whereof the Vendor doth hereby admit and acknowledge) the Vendor hereby absolutely sale and transfer the Said Share and every part thereof and doth hereby acquit, release and forever discharge the Purchaser its successor or successors-in-interest and/or permitted assigns and every one of them and also the Said Share, the Vendor as beneficial owner doth hereby by these presents absolutely grant, sell, convey, transfer, assure and assigns the absolute right, title and authority unto the Purchaser its successor or successors-in-interest and/or assigns the Said Share i.e. **ALL THAT** Land measuring about 14 Chittacks 32 Sq. Ft. together with 100 Sq. Ft. Brick Built Structure being the undivided 1/9th share out of the Said Property, measuring 8 Cottahs 4 Chittacks and 15 Sq. Ft. (approx) together with structure standing thereon at Municipal Premises No.52E, Bondel Road, Kolkata – 700019, more fully and particularly described

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in the Second Schedule hereunder written, **OR HOWSOEVER** otherwise the Said Share now or heretofore are or was situated butted bounded called known numbered described and distinguished **TOGETHER WITH** all benefits and advantages of ancient and all other rights, liberties, easements, privileges, appendages and appurtenances whatsoever in respect of the Said Share or any part thereof belonging to or anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto **AND** the reversion and reversions remainder and remainders rents, issues and profits thereof and every part thereof **AND** all the estate and easement right, title, inheritance, use, trust, property, claims, demands whatsoever both at law and equity of the Vendor into and upon the Said Share and every part thereof **AND** all deeds, pattas, muniments, writings and evidences of title which in any way related to the Said Share 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, legal representatives and assigns or any person from whom her or they can may or procure the same without any lawful action or suit at law or in equity **TO ENTER INTO AND HOLD OWN POSSESS AND ENJOY** the Said Share and every part thereof hereby granted sold conveyed transferred assured and assigned or expressed and intended so to be with her right members and appurtenances unto and to the use of the Purchaser its successor or successors-in-interest and/or assigns forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to these presents **AND** the Vendor doth hereby for them her heirs, executors, administrators, legal representatives, successors and assigns covenant with the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns **THAT** notwithstanding any act, deed or thing whatsoever by the Vendor or any of her predecessors and

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ancestors-in-title done or executed or knowingly suffered to the contrary the Vendor had at all times have absolute right, title and authority to grant, sell, convey, transfer, assure and assign or expressed or intended so to be unto and to the absolute use of Purchaser its successor or successors-in-interest legal representatives and assigns in the manner as aforesaid **AND THAT** the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the Said Share and every part thereof and receive the rents issues and profits thereof without any objections, eviction, hindrances and 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 the Vendor or from or under any of her predecessors or ancestors-in-title **AND FURTHER THAT** the Vendor and all her heirs executors, administrators, legal representatives, successors and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns against all losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinunder contained **AND FURTHER MORE THAT** the Purchaser is purchasing the Said Share mentioned in the Second Schedule herein on good faith and belief that all declarations, representations and statements made by the Vendor herein are true and nowhere false and the Said Share is free from all encumbrances in all respects and in every manner whatsoever. The Vendor shall keep the Purchaser indemnified for any encumbrances and/or defect in title, if found any.

The Vendor hereby declare and confirm that this Deed of Sale has been read over and explained to the Vendor herein in Bengali and the Vendor herein is signing and executing this Deed of Sale willfully and with free consent and satisfaction.

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THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Property)

ALL THAT piece and parcel of Land measuring about 8 Cottahs 4 Chittacks and 15 Sq. Ft. more or less together with the 1800 Sq. Ft. Brick Built Structure standing thereon at Municipal Premises No. 52E, Bondel Road, Police Station : Karaya, Kolkata – 700019, under Kolkata Municipal Corporation Ward No. 65 and butted and bounded as follows:-

ON THE NORTH : By Passage of premises no.54/1, Bondel Road;

ON THE EAST : By Municipal Lane;

ON THE SOUTH : By Bondel Road; and (30 Feet Wide)

ON THE WEST : By premises no. 52D, Bondel Road, Kolkata.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Said Share)

ALL THAT Land measuring about 14 Chittacks 32 Sq. Ft. together with 100 Sq. Ft. Brick Built Structure standing thereon being the undivided 1/9th share out of the Said Property mentioned in First Schedule above, at Municipal Premises No. 52E, Bondel Road, Police Station : Karaya, Kolkata – 700019, under Kolkata Municipal Corporation Ward No. 65.

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

SIGNED SEALED AND DELIVERED
by the **VENDOR** at Kolkata
in the presence of :

1. Arindam Mukherjee Advocate
43/3, Hazra Rd.,
Kol.-19.

2. Monoranjan Paul
vill- Nawpukur
P.O- Goreshat
Dist 24 Pgs (S)

3. Susanta Pal.
vill- Noypukur
P.O - Goreshat.
dist - 24 Pgs (S)

সুরথবালা পাল

(SURATHI BALA PAUL)

Read over and explained in Bengali to the Vendor.

Monoranjan Paul

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

1. Arindam Mukherjee Advocate
43/3, Hazra Rd.,
Kol-19.

2. Monoranjan Paul
vill- Nawpukur
P.O- Goreshat
Dist 24 Pgs (S)

3. Susanta Pal.
vill- Noypukur
P.O.- Goreshat.
dist 24 Pgs (S)

SHREE OM PROMOTERS PVT. LTD
Director
(SUBHASISH CHOWDHURY).

Additional Registrar of
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20 SEP 2009

MEMO OF CONSIDERATION

Received from the within named **Purchaser** the within mentioned sum of Rs.2,00,000/- (Rupees Two Lakh) only, by Cash, as full and final payment of the total consideration money against sale of the Said Share out of the Said Property.

Signature of the Vendor

Witness :

1. Arindam Mukherjee
2. Monoranjan Paul
3. Susanta Pal.

Drafted by me & Identified by me.

Arindam Mukherjee
Advocate
High Court Calcutta

Typed by me.

Additional Registrar of
Assurances-I, Kolkata
2 0 SEP 2009

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-10694 of :2009
(Serial No. 07311, 2009)

On 20/09/2009

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

Presented for registration at 12.25 hrs on :20/09/2009,at the Private residence by Subhasis Chowdhury,Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 20/09/2009 by

1. Surathi Bala Paul, wife of Lt. Krishna Chandra Paul ,Nowapukur Gorerhat 24 Pgs (N) ,Thana Jainagar, By caste Hindu,by Profession :House wife
2. Subhasis Chowdhury,Director,Sree Om Prakash Promoters Pvt. Ltd.,43/3, Hazra Road,Kolkata-19, profession :Business

Identified By Arindam Mukherjee, son of ... High Court Calcutta Thana: .., by caste Hindu,By Profession :Advocate.

Name of the Registering officer :**Dines Kumar Mukhopadhyay**
Designation :A. R. A. -I KOLKATA

On 21/09/2009

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-2202858/-

Certified that the required stamp duty of this document is Rs 132191 /- and the Stamp duty paid as: Impresive Rs- 1000

Name of the Registering officer :**Dines Kumar Mukhopadhyay**
Designation :A. R. A. -I KOLKATA

On 24/09/2009

Payment of Fees:

Fee Paid in rupees under article : A(1) = 24222/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on:24/09/2009

Additional Registrar of Assurances-I, Kolkata
- 9 OCT 2009

[Dines Kumar Mukhopadhyay]
A. R. A. -I KOLKATA
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF KOLKATA
Govt. of West Bengal

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-10694 of :2009
(Serial No. 07311, 2009)

Deficit stamp duty

Deficit stamp duty Rs 131200/- is paid, by the draft number 175298, Draft Date 19/09/2009 Bank Name STATE BANK OF INDIA, Bhowanipore Kolkata, received on :24/09/2009.

Name of the Registering officer :**Dines Kumar Mukhopadhyay**
Designation :A. R. A. -I KOLKATA

On 09/10/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,5 of Indian Stamp Act 1899.

Name of the Registering officer :**Dines Kumar Mukhopadhyay**
Designation :A. R. A. -I KOLKATA

Assurance, ... 9 OCT 2009

[Dines Kumar Mukhopadhyay]
A. R. A. -I KOLKATA
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF KOLKATA
Govt. of West Bengal

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SURATHI BALA PAUL

Signature সুরতীবালা

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SUBHASISH CHOWDHURY

Signature

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO					
left hand					
right hand					

Name .....

Signature .....

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO					
left hand					
right hand					

Name .....

Signature .....

Identifiers - 26
Signature card

Additional Registrar of
Assurances-I, Kolkata
20 SEP 2009

Additional Registrar of
Assurances-I, Kolkata
20 SEP 2009

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 24
Page from 7803 to 7818
being No 10694 for the year 2009.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Dines Kumar Mukhopadhyay) 26-October-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal