

THIS INDENTURE made this the 25<sup>th</sup> day of APRIL, Two

Thousand and Five **B E T W E E N** SMT. KAMALA BALA PAUL, wife of Late Ananta Kumar Paul, residing at Village : Jafarpur, P.S. Sonarpur, P.O. Champahati, District : South 24 Parganas, hereinafter referred to as the "**VENDOR**" (which expression shall 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**'

*14191  
23/4 A 1419-  
28/2 11 28-  
M(b) 4  
1458/-*

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23/4 A 1419-  
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M(b) 4  
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M(b) 4  
1458/-*

*14191  
23/4 A 1419-  
28/2 11 28-  
M(b) 4  
1458/-*

*S. R. D. No. 11500/-  
Date D.D. No. 014/143471  
Dated. 25/03/05*

*Exempted till 01/01/06 No. 30321-F. T.  
dated 01/01/06 valid till 28/12/06 on  
B.I.R. 40470/- (433591) 66491  
Registration No. 28/03/06*

*M.M. Sub-Registrar - II  
Alipore South 24 Parganas  
28/03/06*

*S. F. 15105  
B. D. 11500/-  
13010/-*

955(3) 31/3/05

150/-

Shree OM Promoters Pvt Ltd.  
Address - 21 Dover Place, Kolt-19  
Under - *OM*

S. K. DAS  
licensed Stamp Vendor  
Alipore Criminal Court  
requested for Registration

6-  
A.M. P.M. the 25th  
day APR 2005  
at the Sadar Registration Office  
Alipore South 24 Paraganas  
Exhibit No. 1 or one of  
the exhibits attached  
thereby

*Kamal Bala Pal*

150/-  
50/-  
10/-

1570/-



L.T.I at Kamala Bala Pal  
by the Pen at Ajay Pal

DIST. SUB-REGISTRATION,  
ALIPORE SOUTH 24 PARAGANAS

1926

25 APR 2005

L.T.I at Kamala Pal  
by the Pen at Ajay Pal

The undersigned Agent is authority to issue  
Stamp and Seal in behalf of the Government of  
West Bengal in respect of the G.M.R. Part

Ajay Pal  
Son at Ananta Kumar Pal  
Vill - Tatar Pur  
P.O. Champahati  
Dis. 24 P.G. (South)  
Service.

Received  
by Kamala Bala Pal  
B/o. W/o. D.L. Ananta Kumar  
Jaffarpur Pal  
Dist. Sub-Registration Office  
Champahati by the Pen of  
Ajay Pal P.T.O.  
P.O. Champahati Dis. 24 P.G.  
West Bengal

6/o. W/o. D.L. Ajay Pal

6/o. B/o. Ananta Kumar Pal  
Dist. Sub-Registration Office  
by Chaudhury Hindu/Muslim  
Profession Service

DIST. SUB-REGISTRATION  
ALIPORE SOUTH 24 PARAGANAS

25 APR 2005

500Rs.



A N D SHREE OM PROMOTERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 21, Dover Place, Kolkata - 700 019, 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, nominees and permitted assigns) of the 'OTHER PART' :

955/3) Date 31/3/05

500/-

Name Shree OM Promoters Pvt Ltd  
Address 21 Dorje Place. Kol-19.

Banker *ABM*

E. K. DAS  
Advanced Stamp Vendor  
Alipore Criminal Court



4604

Book W. Dhamal  
26/4/05

Free collection is admitted by  
Shree OM Promoters Pvt Ltd  
L.T.D. Subodhkrishna Agarwal  
Director office at 21. Dorje  
Dist. South 24 Parganas  
by Caste Hindu/Muslim,  
by Profession.....



Identified by  
Saswati Sharma  
Name.....  
S/o, W/o, D/o.....  
of.....  
Alipore, Tel. No. 25252525

Dist. South 24 Parganas  
by Caste Hindu/Muslim,  
by Profession.....

Dist. Sub-Registrar  
Alipore, Dist. South 24 Parganas

Saswati Sharma  
Advocate  
Alipore Judges court

25 APR 2005

Dist. Sub-Registrar  
Alipore, Dist. South 24 Parganas

26 APR 2005

10 Rs.



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

OOAA 100773

**WHEREAS** one Madan Mohan Paul was the absolute owner in respect of several properties including the property having an area of land measuring about 3 Bighas 10 Cottahs 12.5 Chittacks being municipal premises no. 52, Bondel Road, Kolkata – 700 019 and was in the use and enjoyment of the same during his life time.

**AND WHEREAS** said Madan Mohan Paul died intestate and leaving behind him his sons namely (i) Durlav Hari Paul (ii) Lalit Hari Paul (iii) Nani Gopal Paul and (iv) Phani Gopal Paul, all since deceased, as his legal heirs and legal representatives who thus jointly inherited the said property.

955(3)

Date 31/3/05

10/-

Name Shree OM Promoters Pvt Ltd.

Address 21 Doras Place - Kurla - 400070.

Vendor *EKM*

**E. K. DAS**  
Licensed Stamp Vendor  
Alipore Criminal Court



Alipore South 25 March 2005

25 APR 2005

**AND WHEREAS** while seized and possessed of the aforesaid property by virtue of a registered Deed of Partition dated 20<sup>th</sup> March, 1938, several properties jointly used and enjoyed by the predecessor-in-interest of the present Vendors Durlav Hari Paul and his co-sharers were separated and demarcated and the said deed was duly registered before the Sub-Registrar at Sealdah in Book No. I, Volume No.16, Pages 250 to 288, Being No. 784 for the year 1938.

**AND WHEREAS** as per the said Deed of Partition the predecessor-in-interest said Durlav Hari Paul was allocated the portion as specified in "Ga" Schedule which includes a piece and parcel of land measuring about 8 Cottahs 4 Chittacks and 15 sq. ft. in municipal premises no. 52, Bondel Road, Kolkata – 700 019.

**AND WHEREAS** after partition the said portion allotted to said Durlav Hari Paul was mutated and separated in his name and renumbered as 52E, Bondel Road, Kolkata – 700 019.

**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) Sri Basanta Paul (ii) Sri Sailendra Nath Paul, (iii) Sri Pramatha Paul, (iv) Sri Prasanta Paul, (v) Sri Prafulla 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 aforesaid property of the said Late Durlav Hari Paul each having undivided 1/10<sup>th</sup> share therein.

**AND WHEREAS** while seized and possessed of the said property, the said Gouri Bala Paul 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 aforesaid property and accordingly each of the sons and daughters acquired undivided 1/9<sup>th</sup> 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 aforesaid property each having undivided 1/9<sup>th</sup> share therein one of the daughter of said Durlav Hari Paul namely Smt. Raila Bala Paul died intestate leaving behind her only daughter Smt. Surati Bala Paul as her legal heirs and representatives who thus inherited the said undivided 1/9<sup>th</sup> share of her mother namely Raila Bala Paul in respect of the aforesaid property.

**AND WHEREAS** the present Vendor thus by virtue of inheritance became the absolute owner in respect of undivided 1/9<sup>th</sup> share in respect of said piece and parcel of land measuring about 8 Cottahs 4 Chittacks and 15 sq. ft. more or less, together with structure standing thereon being municipal premises no. 52E, Bondel Road, Kolkata – 700 019.

**AND WHEREAS** by virtue of the aforesaid the Vendor herein have become the absolute owner and absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT undivided 1/9<sup>th</sup> share in respect of said piece and parcel of land measuring about 8 Cottahs 4 Chittacks and 15 sq. ft. more or less, together with structure standing thereon being municipal premises no. 52E, Bondel Road, Kolkata – 700019, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the "**Said Property**".

**AND WHEREAS** since that, date the Vendor herein have been enjoying the said property jointly with the other co-owners.

**AND WHEREAS** with a view to sell the said property the Vendor has entered into an Agreement for Sale dated 10.11.2002, with the Purchaser, for a total consideration of Rs. 1,30,000/- (Rupees One Lac Thirty Thousand) only.

**AND WHEREAS** as per the Agreement for Sale dated 10.11.2002, the Purchaser has approached to the Vendor for the conveyance of the said property and the Vendor have agreed to sell, transfer and convey the said property, free from all encumbrances, trusts, liens, lispendens, attachments and liabilities of whatsoever and howsoever nature ALL THAT the undivided 1/9<sup>th</sup> share in respect of the said piece and parcel of land measuring about 8 Cottahs 4 Chittacks and 15 sq. ft. more or less,

together with structure standing thereon being municipal premises no.52E, Bondel Road, P.S. Karaya, Kolkata – 700 019, more fully and particularly described in the Schedule hereunder written and delineated in the map or plan annexed hereto and thereon shown in border 'RED'.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the sum of Rs. 1,30,000/- (Rupees One Lac Thirty Thousand) 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 of and from the same and every part thereof 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 property, the Vendor as beneficial owner doth hereby by these presents indefeasibly grant, sell, convey, transfer, assure and assigns unto the Purchaser its successor or successors-in-interest and/or assigns the Said Property i.e. **ALL THAT** the undivided 1/9<sup>th</sup> share in respect of the said piece and parcel of land measuring about 8 Cottahs 4 Chittacks and 15 sq. ft. more or less, together with structures being the municipal premises no. 52E, Bondel Road, P. S.Karaya, Kolkata – 700 019, more fully and particularly described in the Schedule hereunder written and delineated in the map or plan annexed hereto and thereon shown in border 'RED', **OR HOWSOEVER** otherwise the said property now or heretofore were or was situated butted bounded called known numbered described and distinguished **TOGETHER WITH** benefit and advantages of ancient and other rights, liberties, easements, privileges, appendages and appurtenances whatsoever in respect of the said property 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 right, title, inheritance, use, trust, property, claims, demands whatsoever both at law and equity of the Vendor into and upon the said property and every part thereof **AND** all deeds, pattas, muniments, writings and evidences of title which in any way related to the said property or any part or parcel

thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor her heirs, executors, administrators, 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 property 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 themselves 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 ancestors in title done or executed or knowingly suffered to the contrary the Vendor had at all times heretofore and now has got good right full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assure and assign or expressed or intended so to be unto and to the 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 property and every part thereof and receive the rents issues and profits thereof without any lawful 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 THAT** free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified of from and against all and all manner of claims charges liens debts attachments encumbrances whatsoever made or suffered by the Vendor or any of her ancestors or predecessors in title or person or persons

lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor or any of her ancestors and predecessors in title shall and will from time to time at all times hereafter at the request and cost of the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns do and execute or caused to be done or executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser its successor and successors-in-interest and/or legal representatives according to the true intent meaning of these presents as shall or may be reasonably required **AND FURTHER MORE 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 loss 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.

**THE SCHEDULE ABOVE REFERRED TO**

ALL THAT the undivided 1/9<sup>th</sup> share in respect of the piece and parcel of land measuring about 8 Cottahs 4 Chittacks and 15 sq. ft. more or less, together with the 500 sq. ft. tiles shed structure standing thereon, being municipal premises no. 52E, Bondel Road, P.S. Karaya, Kolkata - 700 019, under Ward No. 65, delineated in the map or plan annexed hereto and thereon shown in border 'RED', 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

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

**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) শ্রীমতি বিজয় কলান  
মালা পাল কলান  
মো - ৫৮২১০৯৪৪
- 2) স্বেচ্ছাচার্য  
কলান প্রিয়ানন্দ  
মো - ৫৮২১০৯৪৪

L.T.I of  
Kamala Bala Pal  
by the pen of  
Ajoy Pal

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata

in the presence of :

SHREE OM PROMOTERS PVT. LTD.

Gopal Kr. Agarwal  
Director

SITE PLAN OF 52 E, BONDEL ROAD.

KOLKATA. AREA OF LAND : 8 K- 4 CH- 15 SFT ( $\frac{1}{2}$ th SHARE)

SCALE : 20 Feet = 1 Inch.

STRUCTURE : 500 SFT

VENDOR:

PURCHASER: SHREE OM PROMOTERS PVT. LTD.

SHREE OM PROMOTERS PVT. LTD.

Director

L.T.I. of Kamala Baba Pal  
by the pen of Ajay Pal.

PREMISES NO- 52 D.

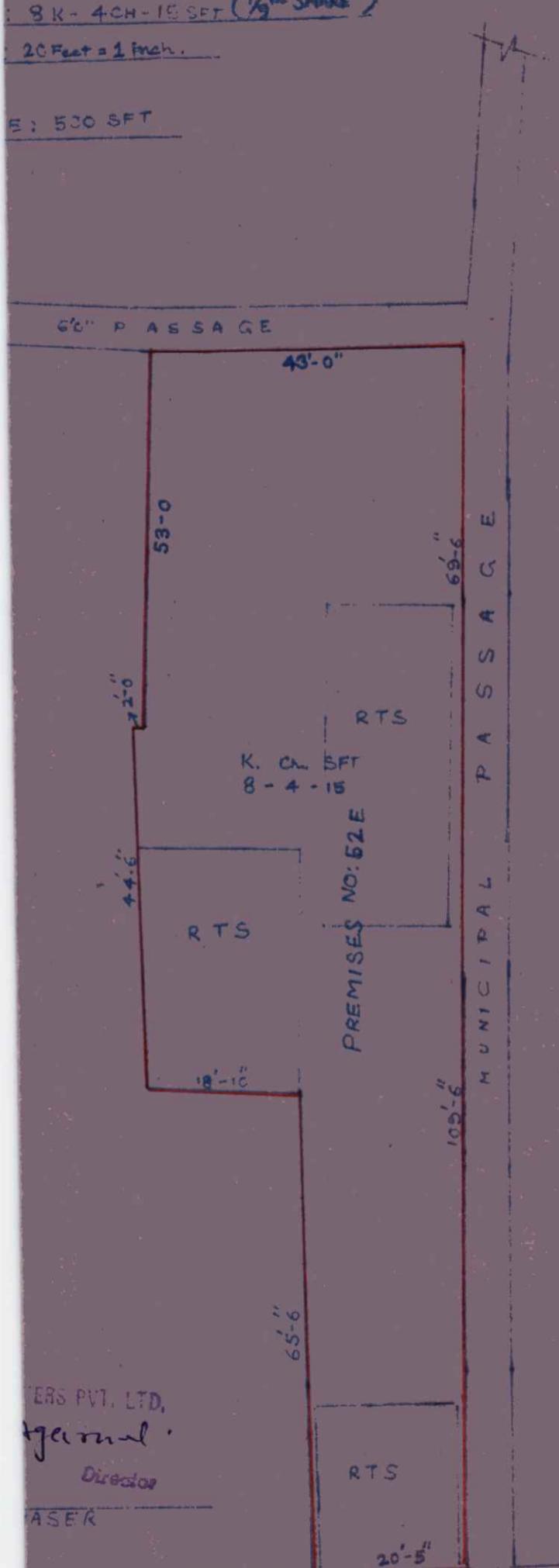
SIG. OF VENDOR.

SHREE OM PROMOTERS PVT. LTD.  
Supervisor General  
Director

SIG. OF PURCHASER

BONDE

ROAD

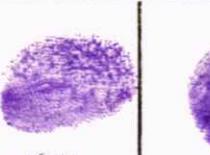
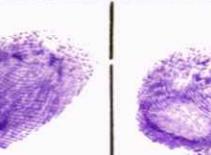
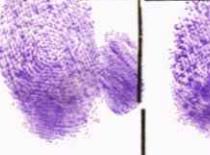




ISSUE OF REGISTRATION NO  
A. A. P. A. 113  
200 ..

day  
at the Sub-Div. Office  
Alipore South 24 Parganas  
Exhibit No. 1  
the fix. Serial No. 211  
Attorney for .....

25 APR 2005

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

Name ...Kanwal Bela Pal  
Signature by Me Pen at Ajay Pal

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

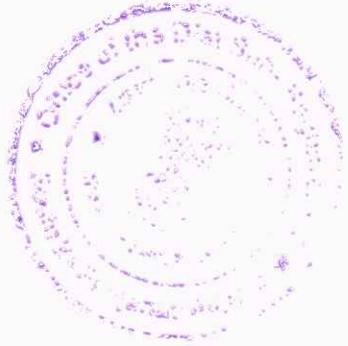
Name SURASH KUNIAR AGARWAL  
Signature by Me Pen at Agarwal

		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 .....



University of the Philippines  
Archives & Special Collections

25 APR 2014

### **MEMO OF CONSIDERATION**

**Received** from the within named **Purchaser** the within mentioned sum of Rs. 1,30,000/- (Rupees One Lac Thirty Thousand) only, as full and final payment of the total consideration against sale of the said undivided 1/9<sup>th</sup> share of the said Property. The payments are made as follows :-

- (a) Rs.10,000/- : By Cash dated 10.11.2002.
- (b) Rs.20,000/- : By Cash dated 25-4-2005
- (c) Rs.1,00,000/- : By Bank Draft being No. 907753, 907754 dated 25-4-2005  
drawn on Canara Bank  
Calcutta.

L.T.I. of Kamala Balaji Pal  
by the pen of Ajay Pal

\_\_\_\_\_  
Signature of the Vendor

**Witness :**

1/ শ্রীশঙ্কর পাল,

2/ চান্দনা পাল,

Book No. .... 79  
Volume No. .... 3463  
Page No. .... 3463  
Date No. .... 25 APR 2006  
For the year 2006

*[Signature]*



REGD. REGISTRATION NO.  
LIBRARY SECT. 24 PARAGAON

25 APR 2006



28/4/06.  
*[Signature]*