DENTURE made this the 18th day of March, Two Thousand and Five BETWEEN SRI PRAFULLA KUMAR PAUL, son of Late Durlav Hari Paul, residing at 52E, Bondel Road, P.O. Ballygunge, P.S. Karaya, Kolkata - 700 019, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and his heirs, legal representatives, successors to, 32321-F.

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nominees and assigns) of the 'ONE PART' 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-ininterest, nominees and permitted assigns) of the 'OTHER PART' :

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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.

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L. K. DAS Seanced Stamp Vender Alipore Criminal Court



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AND WHEREAS while seized and possessed of the aforesaid property by virtue of a registered Deed of Partition dated 20th March, 1938, several properties jointly used and enjoyed by the predecessor-ininterest of the present Vendors Durlav Hari Paul and is 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 predecessorin-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 Durlay 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 said Late Durlav Hari Paul each having undivided 1/10th share therein.

AND WHEREAS while seized and possessed of the said property 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 1/9th share each in respect of the said property by their predecessor-in-interest namely Late Durlav Hari Paul.



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AND WHEREAS while seized and possessed of the aforesaid property each having undivided 1/9th share therein one of the daughter of said Durlav Hari Pau 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 1/9th share of her mother namely Rahila Bala Paul in respect of the aforesaid property.

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AND WHEREAS the present Vendor thus by virtue of inheritance became the absolute owner in respect of undivided 1/9th 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 1/9th 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 29.10.2003, with the Purchaser, for a total consideration of Rs. 5,30,000/- (Rupees Five Lacs Thirty Thousand) only.

AND WHEREAS as per the Agreement for Sale dated 29.10.2003, 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 1/9th share in respect of the said piece and parcel of land measuring about 8 Cottahs 4 Chittacks and 15 sq. ft. more or less,



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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. 5,30,000/- (Rupees Five Lacs 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-ininterest and/or assigns the Said Property i.e. ALL THAT the undivided 1/9th 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 of 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 his heirs, executors, administrators, legal representatives and assigns or any person from whom his 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 his 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 his 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 his 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 time 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 his 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 his 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 his 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 his 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 AND THE Purchaser herein is agreed to purchase the same as is where as basis.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the undivided $1/9^{th}$ 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 <u>500</u> sq. ft. tiles shed structure standing thereon, being municipal premises no. 52E, Bondel Road, f.S. Karaya Kolkata - 700 019, delineated in the map or plan annexed hereto and $\log d N_{0-5}$ thereon shown in border RED', and butted and bounded as follows : -

ON THE NORTH : By premises no. 38A, 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.



SER. Deb - S (Stores - 11) Allower Barris - A Darman

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

Tarun Chowdhy 5/0 Kanai Chowdhy. 139 P. G. Rd. Kot-39.

Anabind Km.

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata

in the presence of :

1. Arabind Ken . 43/3, Hazna Rol. Kotkata - 19

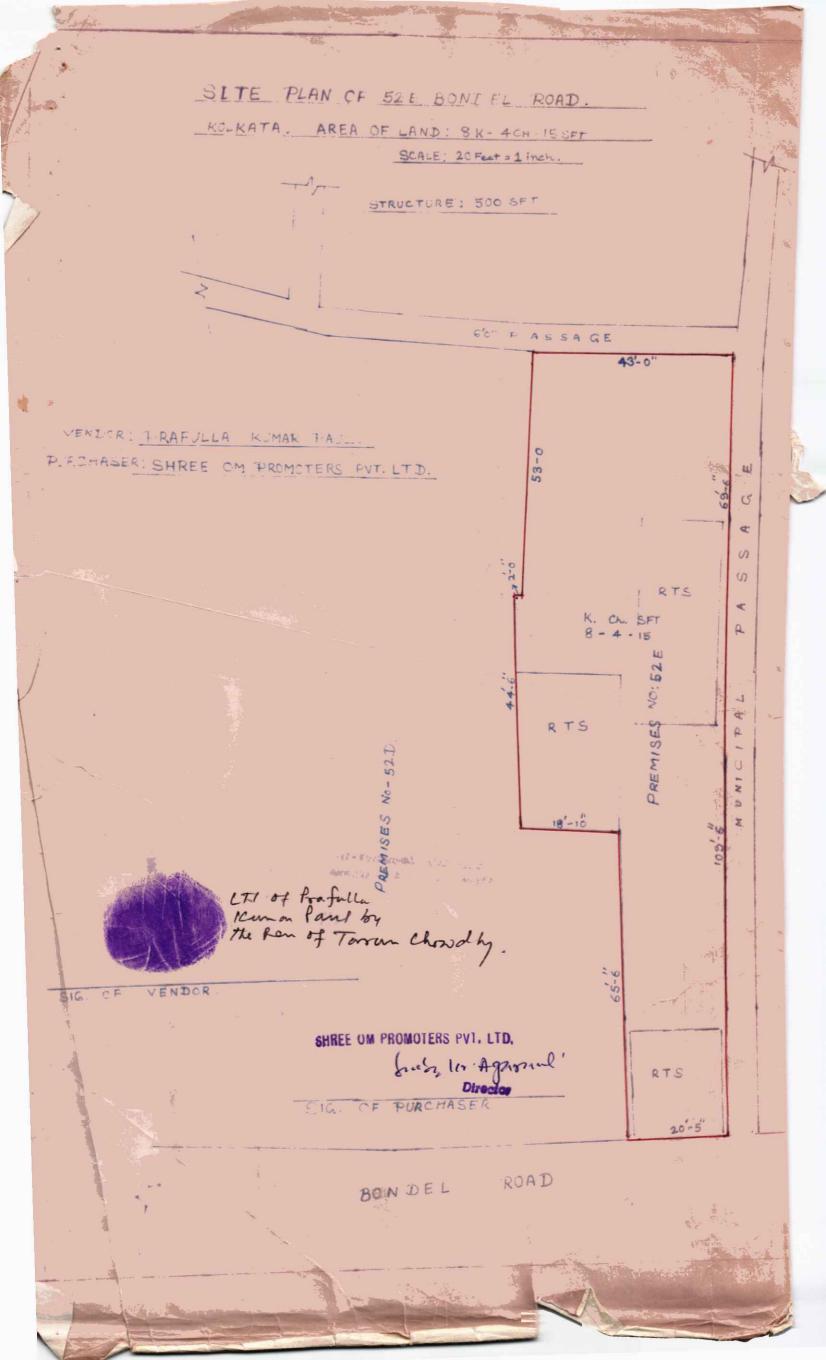
2. Tarun Cloudhy

LTI of Rafulla Kuman Paul by the pen of Tanen Chowdely.

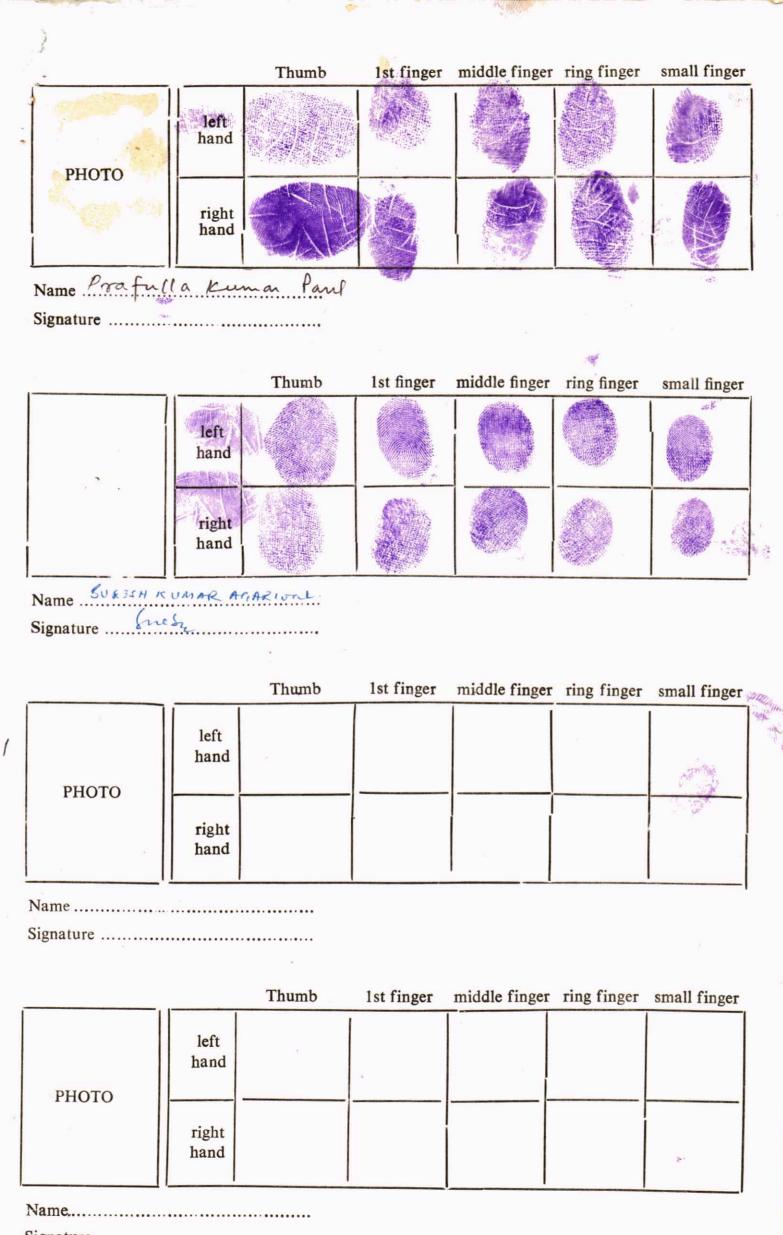
SHREE OM PROMOTERS PVT. LTD. fredra lunar Agaroms Director

Draffed by me Saswati Sharma Advocate Alipore Judges court









Signature

