

3403/09

12

19

t-3279

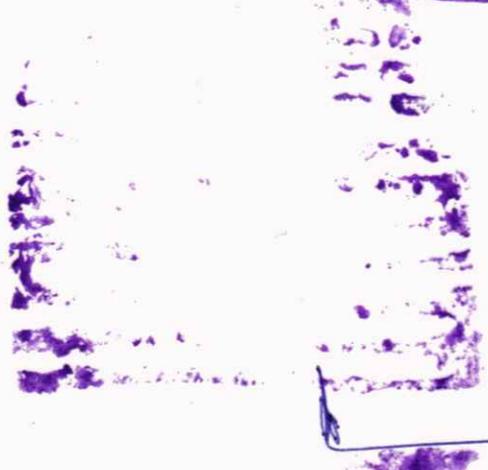


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D 108230

ভাষা এবং ...
 ...
 ...
 ...

7/18/12/09
 Nings
 233.278



v.c. No-821

BT 43100

5162
 173
 8238

THIS INDENTURE made on this 18th day of December, Two Thousand and Nine B E T W E E N **SHRI SAILENDRA NATH PAUL**, son of Late Durlav Hari Paul, by faith Hindu, by nationality Indian, by occupation Retired, residing at 52E, Bondel Road, Kolkata - 700019, hereinafter referred to as the **"VENDOR"** (which expression shall unless excluded by or repugnant to the context be deemed to mean

130919

Shree Om Promoters
 Pvt Ltd.
 H 3/3
 H 2 rd.
 16 DEC 2009
 SURANJAN MUKHERJEE
 Messed Stamp Vendor
 G. G. Court
 A. S. H. S. Bag

1007

Hiday Shankar Mahamur



M.E.T.9 - 2174

OM PROMOTERS PVT.LTD.

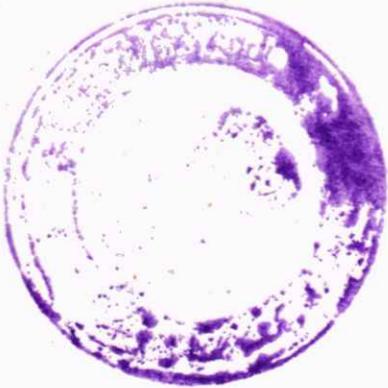
Hiday Shankar Mahamur

DIRECTOR

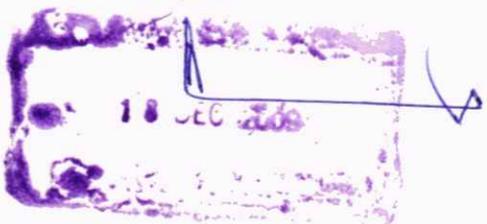


M.E.T.9 - 2175

Parul also Nal K Parul.



Identified by me
 Saswati Sharma
 Advocate
 18-12-09



and include his 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. Uday Shankar Mahawar, 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**'.

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 3 Bighas 10 Cottahs 11.5 Chittacks comprised in Holding No. 380 being Municipal Premises No. 38, 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. 38, 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.

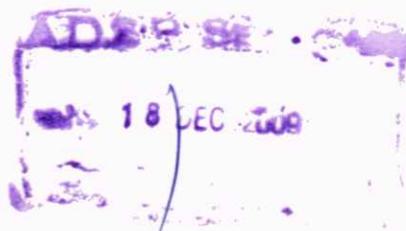


AND WHEREAS on the 30th day of July 1929 the said Madan Mohan Paul died testate leaving behind him, his six sons, namely, Haripriya Paul, Durlav Hari Paul, Kiran Hari Paul, Lalit Hari Paul, Nani Gopal Paul, Phani Gopal Paul and two sons of his predeceased son Nitya Gopal Paul, namely, Jitendra Nath Paul 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 3 Cottahs 8 Chittacks 11 Sq. Ft. more or less being a demarcated portion of Municipal Premises No. 38, 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 3 Cottahs 8 Chittacks 11 Sq. Ft. more or less being a demarcated portion of Premises No. 38, 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. 38/G, 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 had two wives namely, Sushila Paul being the First Wife and Gouri Bala Paul being the Second Wife.

AND WHEREAS the said Sushila Paul, first wife of Durlav Hari Paul had predeceased the said Durlav Hari Paul.

AND WHEREAS said Durlav Hari Paul died intestate on 21.02.1959 leaving behind him his second wife 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.



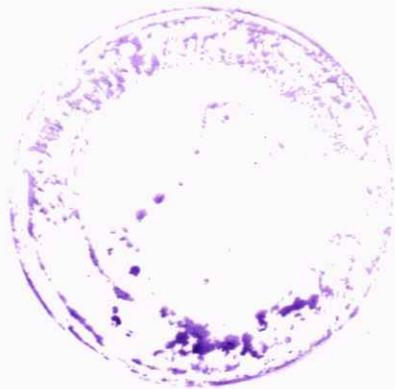
18 DEC

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.

AND WHEREAS by virtue of inheritance, Shri Sailendra Nath Paul, the Vendor herein alongwith other co-owners jointly became the absolute owners of the Said Property, each having undivided and undemarcated 1/9th share therein.

AND WHEREAS said Shri Sailendra Nath Paul, the present Vendor herein, thus by virtue of inheritance became the sole and absolute owner in respect of Land and having absolute right, title, authority and till date have possession and sufficiently entitled to **ALL THAT** undivided and undemarcated 1/9th share, that is, **measuring about 6 Chittacks 11 Sq. Ft.** of Land together with 100 Sq. Ft. Brick Built Structure out of the Said Property, that is, piece and parcel of land measuring an area of 3 Cottahs 8 Chittacks 11 Sq. Ft. more or less with structures standing thereon at Municipal Premises No. 38/G, 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 the Vendor has intended to sell the Said Share out of the Said Property and knowing the above intention of the Vendor, the Purchaser has approached the Vendor for purchasing the Said Share free from all encumbrances, trusts, liens, lispendens, attachments and liabilities of whatsoever and howsoever nature **ALL THAT** undivided and undemarcated 1/9th share, that is, **measuring about 6 Chittacks 11 Sq. Ft.** of Land together with 100 Sq. Ft. Brick



18 DEC

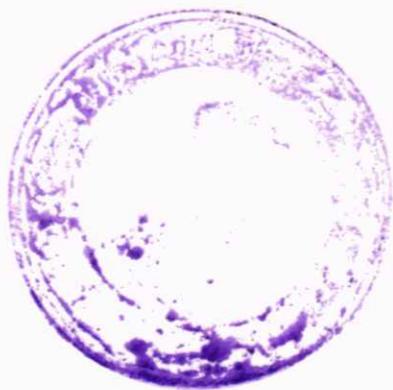
Built Structure out of the Said Property at Municipal Premises No.38/G, Bondel Road, Kolkata - 700019 and the Vendor hereby sell, transfer and convey to the Purchaser the absolute right, title and authority of the Said Share out of the Said Property, for a total consideration of Rs.1,60,000/- (Rupees One Lac Sixty Thousand) 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.1,60,000/- (Rupees One Lac Sixty 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 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** undivided and undemarcated 1/9th share, that is, measuring about **6 Chittacks 11 Sq. Ft. of Land** together with 100 Sq. Ft. Brick Built Structure out of the Said Property, that is, piece and parcel of Land measuring about 3 Cottahs 8 Chittacks and 11 Sq. Ft. more or less together with the Structure standing thereon at Municipal Premises No.38/G, Bondel Road, Kolkata - 700019, more fully and particularly described 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



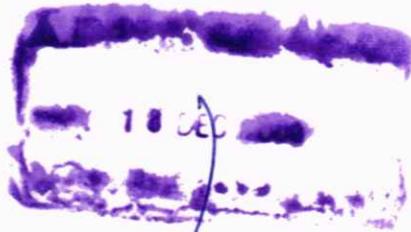
18 DEC 2000

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 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 Share 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 them 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 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 his predecessors or ancestors-in-title **AND FURTHER 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 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.



THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Property)

ALL THAT piece and parcel of Land measuring about 3 Cottahs 8 Chittacks and 11 Sq. Ft. more or less together with the 1000 Sq. Ft. Brick Built Structure standing thereon at Municipal Premises No. 38/G, Bondel Road, Police Station : Karaya, Kolkata - 700019, under Kolkata Municipal Corporation Ward No. 65, District : South 24 Parganas and butted and bounded as follows:-

ON THE NORTH : By Premises No. 38F, Bondel Road;

ON THE EAST : By Bharat Battery;

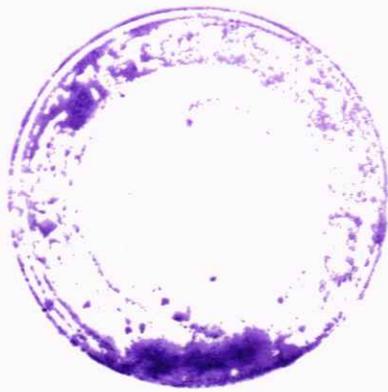
ON THE SOUTH : By Premises No. 38A, Bondel Road; and

ON THE WEST : By Premises No. 38C, Bondel Road, Kolkata.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Said Share)

ALL THAT undivided and undemarcated 1/9th share, that is, measuring about **6 Chittacks 11 Sq. Ft. of Land** together with 100 Sq. Ft. Brick Built Structure out of the Said Property mentioned in the First Schedule above, at Municipal Premises No. 38/G, Bondel Road, Police Station : Karaya, Kolkata - 700019, under Kolkata Municipal Corporation Ward No. 65, District : South 24 Parganas.



AD 18 DEC 1964

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) Nirmal Maity
23, Rustomji Istia
Kolkata 19-
Nirmal Maity
- 2) Babir Banerjee
43/3 Hazra Road
Kolkata - 700019

Santosh Prasad Paul,

SIGNED SEALED AND DELIVERED

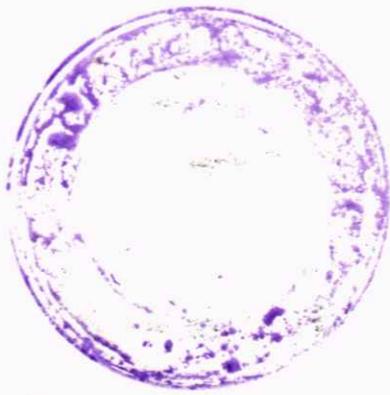
by the **PURCHASER** at Kolkata
in the presence of :

- 1) Anand Kumar (Service)
43/3, Hazra Road
Kolkata - 700019
- 2) Babir Banerjee

SHREE OM PROMOTERS PVT.LTD.

Uday Shankar Mahapatra

DIRECTOR



ADRESSE
18 DEC 2009

MEMO OF CONSIDERATION

Received from the within named **Purchaser** the within mentioned sum of Rs.1,60,000/- (Rupees One Lac Sixty Thousand) only, by Cash, as full and final payment of the total consideration money against sale of the Said Share out of the Said Property.

Vandana Nath Paul.
Signature of the Vendor

Witness :

1) *Samad Kumar Pal*
52E Bandel Road Kalkali - 19.

2) *Isabir Banerji.*

3) *Anjujee Pal.*

11/2 Bamachran Ray Road

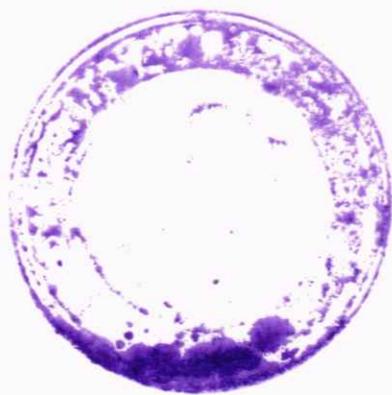
Drafted by me & Identified by me. *1.34*

Saswati Sharma

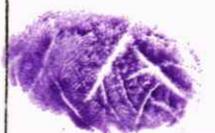
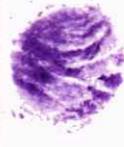
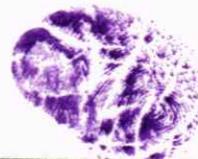
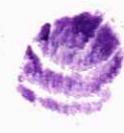
Advocate

Typed by me.

Naresh Chandra Das.

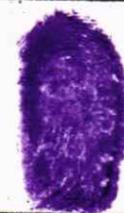
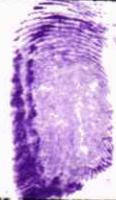


18 DEC 1900

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

Name SAILENDRA NATH PAUL

Signature Sailendra Nath Paul

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

Name UDAY SHANKAR MAHAWAR

Signature Uday Shankar Mahawar

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

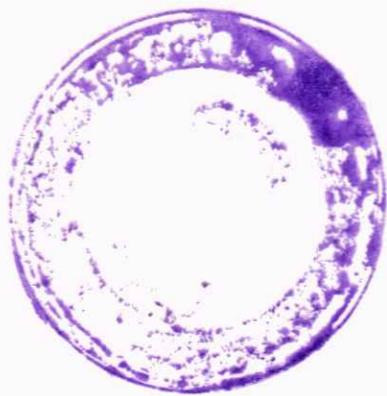
Name

Signature

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

Name

Signature



18 DEC



Government Of West Bengal
Office Of the A. D. S. R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 03279 of 2009
(Serial No. 03403 of 2009)

On 18/12/2009

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

Presented for registration at 18.30 hrs on :18/12/2009, at the Private residence by Uday Shankar Mahawar,Claimant.

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

Execution is admitted on 18/12/2009 by

1. Sailendra Nath Paul, son of Lt Durlav Hari Paul , 52f, Bondel Rd Kolkata , Thana .,Pin 700019. By Caste Hindu, By Profession : Retired Person
2. Uday Shankar Mahawar, Director, Shree Om Promoters Pvt Ltd, 43/3, Hazra Rd, Kolkata-19, By Profession : Business

Identified By Saswati Sharma, son of . . , Alipore Judges Court ,Thana: ., By Caste: Hindu, By Profession: Advocate.

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 21/12/2009

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 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 8063/- on 21/12/2009

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.-733778/-

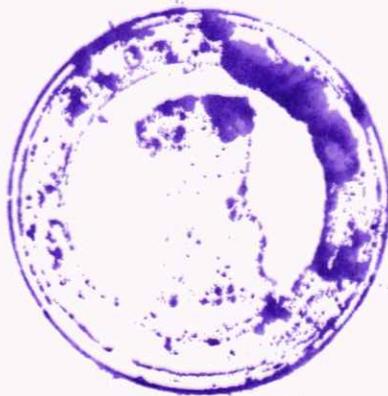
Certified that the required stamp duty of this document is Rs.- 44027 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 43100/- is paid, by the draft number 178525, Draft Date 18/12/2009, Bank Name STATE BANK OF INDIA, Bhawanipore, received on 21/12/2009

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Ajay Kumar Mukherjee)
ADDITIONAL DISTRICT SUB-REGISTRAR



27 JEG. 2009

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 15
Page from 3265 to 3279
being No 03279 for the year 2009.



(Handwritten signature in blue ink)

(Ajay Kumar Mukherjee) 21-December-2009
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. SEALDAH
West Bengal