

1387 27 lo 2 los 1001 Name. Shree andronators prt 273 Address. 43/3 Hazra Road \*\*\*\* (Kol-19 L K. DAS Stamp Venes Allpere Griminal Court Presented for Projetration .....on the...... days of ......year..... Vendor Residence SHREE OM PROMOTERS PVI. LTD. and at in the BADAL KURMAR ROY Director. THE BEST ASSURANCES LINE OF THE PROPERTY ASSURANCES LINE KATA IN A CAR TO A MARKET BY OF SIGHT SHOWING Pay the regardisk a feature for the first and the section of the section of the section The second of the second of the second of the The same was a second of the same was a second of the same Problems You as the Constituted Attorney of Smt. Kalpana Paul. · M nessel 2 Se

Identified by me Arindam Mulheriec High court Calcutta ADDITIONAL SEGISTERS OF

"OWNER/VENDOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives, successors, 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 office at 43/3, Hazra Road, Kolkata – 700019, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and 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 and 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 24<sup>th</sup> January 1928 in respect of his entire estate including the Premises Nos. 38 and 52, Bondel Road, Kolkata – 700019. By the said Will dated 24<sup>th</sup> 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 30<sup>th</sup> 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.



ADDITIONAL REGISTEAR OF ASSURANCES 1, KOLKATA

AND WHEREAS after the death of Madan Mohan Paul the executors named in the said Will dated 24<sup>th</sup> 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 Will dated 24<sup>th</sup> January 1928.

<u>AND WHEREAS</u> on the 16<sup>th</sup> day of July 1935, the said Kiran Hari Paul, one of the sons of Madan Mohan Paul, deceased, died intestate leaving behind him, his only son, namely, Bhairab Chandra Paul as his legal heir and successor.

AND WHEREAS upon the death of Kiran Hari Paul, the said Bhairab Chandra Paul became the absolute owner of the estate left behind by his father Kiran Hari Paul, deceased.

AND WHEREAS by a Partition Deed dated 20<sup>th</sup> 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, the said Bhairab Chandra Paul was allocated several properties including the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less being a demarcated portion of Municipal Premises No. 38, Bondel Road, Kolkata – 700019 and piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 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 in upon and over the undivided 1/7<sup>th</sup> share in the common passage, more fully described in the Schedule 'Chha" written thereunder.

AND WHEREAS the said Bhairab Chandra Paul became the absolute owner of ALL THAT piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less being a demarcated portion of Premises No. 38, Bondel Road, Kolkata – 700019 and piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less being a demarcated portion of Premises No. 52, Bondel Road, Kolkata – 700019, together with the right, title and interest in upon and over the undivided 1/7<sup>th</sup> share in the common passage and duly mutated and recorded



ADDITIONAL REGISTRAR OF ASSURANCES & KOLKATA

his name in the Assessment Register of the Kolkata Municipal Corporation, which was subsequently renumbered as Premises Nos. 38F and 52D, Bondel Road, Kolkata – 700019 respectively, more fully and particularly described in the First Schedule 'A' and 'B' hereunder written and hereinafter referred to as the "said entire property".

AND WHEREAS while seized and possessed of the said entire property, the said Bhairab Chandra Paul died intestate in the year 1945 leaving behind him his wife Smt. Ashalata Paul, three sons, namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul and two daughters, namely, Kalpana Paul and Kabita Paul.

AND WHEREAS upon the death of Bhairab Chandra Paul, the said Smt. Ashalata Paul, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul jointly inherited the said entire property to the exclusion of Kalpana Paul and Kabita Paul, each having undivided 1/4<sup>th</sup> share and interest in the said entire property.

AND WHEREAS on the 27<sup>th</sup> day of September 1983, the said Smt. Ashalata Paul died intestate leaving behind her three sons, namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul and two daughters, namely Kalpana Paul and Kabita Paul, as her legal heirs and successors in respect of her undivided 1/4<sup>th</sup> share and interest in the said entire property.

AND WHEREAS by virtue of the aforesaid inheritance, the said Bejon Kumar Paul, Arun Kumar Paul, Deepak Kumar Paul, Kalpana Paul and Kabita Paul became the absolute joint owners of the said entire property and their details of shares are as follows:-

a. Bejon Kumar Paul : 3/10<sup>th</sup> Share.

b. Arun Kumar Paul : 3/10<sup>th</sup> Share.

c. Deepak Kumar Paul : 3/10<sup>th</sup> Share.

d. Kalpana Paul : 1/20<sup>th</sup> Share.

e. Kabita Paul : 1/20<sup>th</sup> Share.



ADDITIONAL REGISTRAR CHE ASSURANCES - L KOLKATA AND WHEREAS the said Smt. Kalpana Paul, the Owner/Vendor is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT undivided and undemarcated 1/20<sup>th</sup> share (that is, about 1 Cottah 16 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata – 700019 and undivided and undemarcated 1/20<sup>th</sup> share (that is, about 4 Chittacks 31 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No. 52D, Bondel Road, Kolkata – 700019, totaling to an area of about undivided 1 Cottah 5 Chittacks 2 Sq. Ft. of land with structure together with the right, title and interest in the undivided share in the common passage, more fully and particularly described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the "said property".

AND WHEREAS by two separate Agreements dated 7<sup>th</sup> November 1996, the said Smt. Kalpana Paul (the Vendor/Owner herein) alongwith other co-owners, Arun Kumar Paul, Bejon Kumar Paul, Deepak Kumar Paul and Smt. Kabita Paul had entered into with Shree Om Promoters Private Limited, the Purchaser herein, the Developer therein, for development of the said entire property as joint development basis on the terms and conditions mentioned therein.

<u>AND WHEREAS</u> due to some unavoidable circumstances, the Owner/Vendor has shown his intention to absolutely sell and transfer the said property to the Purchaser and the Purchaser hereby purchase the said property.

AND WHEREAS the Owner/Vendor hereby sell the said property and the Purchaser hereby purchase the Said Property i.e. ALL THAT undivided and undemarcated 1/20<sup>th</sup> share (that is, about 1 Cottah 16 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata – 700019 and undivided and undemarcated 1/20<sup>th</sup> share (that is, about 4 Chittacks 31 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No. 52D, Bondel Road, Kolkata – 700019,



ADDITIONAL REGISTERAR OF ASSURANCES-WINDERSHIP

totaling to an area of about undivided 1 Cottah 5 Chittacks 2 Sq. Ft. of land with structure together with the absolute right, title and interest in the undivided share in the said property and common passage, free from all encumbrances, trusts, liens, lispendens, attachments and liabilities of whatsoever and howsoever nature, for a total consideration of Rs.6,00,000/- (Rupees Six Lakh) only.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs.6,00,000/- (Rupees Six Lakh) only, paid by the Purchaser to the Owner/Vendor on or before the execution of these presents (the receipts whereof the Owner/Vendor doth hereby admit and acknowledge) the Owner/Vendor hereby absolutely transfer the said property 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 property, the Owner/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-ininterest and/or assigns the Said Property i.e. ALL THAT undivided and undemarcated 1/20th share (that is, about 1 Cottah 16 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata - 700019 and undivided and undemarcated 1/20th share (that is, about 4 Chittacks 31 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No. 52D, Bondel Road, Kolkata - 700019, totaling to an area of about undivided 1 Cottah 5 Chittacks 2 Sq. Ft. of land with structure together with the absolute right, title and interest in the undivided share in the said property, more fully and particularly described in the Second Schedule hereunder written OR **HOWSOEVER** otherwise the said property 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 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



ADDITIONAL REGISTRATION ASSURANCES 4. NO. WATE

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 Owner/Vendor into and upon the said property and every part thereof AND all deeds, parchas, pattas, 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 Owner/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 Owner/Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Owner/Vendor from to these presents AND the Owner/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 Owner/Vendor or any of her predecessors and ancestors-in-title done or executed or knowingly suffered to the contrary the Owner/Vendor had at all times has 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 property 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 Owner/Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Owner/Vendor or from or under any of her predecessors or ancestors-in-title AND FURTHER THAT the Owner/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



ADDITIONAL REGISTAL OF ASSURANCES-I, AGENCIA

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 Owner/Vendor or any breach of the covenants hereinunder contained <u>AND</u> <u>FURTHER MORE THAT</u> the Purchaser is purchasing the said property mentioned in the Schedule herein on good faith and belief that all declarations and statements made by the Owner/Vendor herein is true and nowhere false and the said property is free from all encumbrances whatsoever. The Owner/Vendor will indemnify the Purchaser for any encumbrances and/or defect in title, if found any.

# FIRST SCHEDULE (Entire Said Property)

#### 'A'

ALL THAT the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Municipal Premises No. 38F, Bondel Road, Police Station: Karaya, Kolkata – 700019 under Ward No. 65, Borough No. VII, within the limits of the Kolkata Municipal Corporation, together with the brick built structure standing thereon and together with the right, title and interest in upon and over the undivided share in the common passage with all annexation, deduction and reservation, butted and bounded in the manner following that is to say:

ON THE NORTH : By DEY'S-E-CHEM FACTORY;

ON THE EAST : By Municipal Lane (Bondel Road);

ON THE SOUTH : By Premises No. 38/G, Bondel Road, Kolkata - 700019; and

ON THE WEST : By Premises No. 38E, Bondel Road, Kolkata – 700019.



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA ALL THAT the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Municipal Premises No. 52D, Bondel Road, Police Station: Karaya, Kolkata – 700019, under Ward No. 65, Borough No. VII, within the limits of the Kolkata Municipal Corporation, together with the brick built structure standing thereon and together with the right, title and interest in upon and over the undivided share in the common passage with all annexation, deduction and reservation, butted and bounded in the manner following that is to say:

ON THE NORTH : By Premises No.38/A, Bondel Road, Kolkata – 700019;

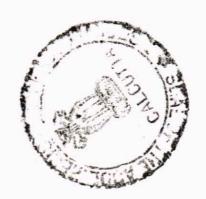
ON THE EAST : By Premises No.52/E, Bondel Road, Kolkata – 700019;

ON THE SOUTH : By Bondel Road; and

ON THE WEST : By Premises No. 52/B, Bondel Road, Kolkata – 700019.

# SECOND SCHEDULE (Said Property)

ALL THAT undivided and undemarcated 1/20<sup>th</sup> share (that is, about 1 Cottah 16 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata – 700019 and undivided and undemarcated 1/20<sup>th</sup> share (that is, about 4 Chittacks 31 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No.52D, Bondel Road, Kolkata – 700019, totaling to an area of about undivided 1 Cottah 5 Chittacks 2 Sq. Ft. of land with 100 Sq. Ft. structure together with the right, title and interest in the undivided share in the common passage, under Police Station: Karaya, Ward No. 65, Borough No. VII, within the limits of the Kolkata Municipal Corporation.



ADDITIONAL REGISTEAR OF ASSURANCES-I, 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 OWNER/VENDOR at Kolkata

in the presence of :

1. Sukla Paul.

W/o Arun kumar paul.

52/D Bondel Road Cal 19

2. Sunny Paul.

S/o Arun Kumar Paul.

52/D, Bondel Road, cal-19

SIGNED SEALED AND DELIVERED

by the PURCHASER at Kolkata

in the presence of :

CHREE OM PROMOTERS PVT. LTD.

Problemen Full

as the Constituted Attorney

of Sut. Kalpana Paul

Director.

1. Sukla Paul.

2. Sungy Paul.

3. Arindam Mukhiyee 43/3, Adgra Road Kolpata - 700019



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

#### MEMO OF CONSIDERATION

Received with thanks from Shree Om Promoters Private Limited, the within mentioned Purchaser, a sum of Rs.6,00,000/- (Rupees Six Lakh) only, as full and final payment of the total consideration money against sale of the Said Property.

Ву-

- 1. Bank Draft No. 360190 dated 14.03.2008 drawn on Rs.2,50,000/-Canara Bank, Shakespeare Sarani, Kolkata 700016.
- 2. Bank Draft No. 360191 dated 14.03.2008 drawn on Rs.2,50,000/-Canara Bank, Shakespeare Sarani, Kolkata 700016.

3.	Cash	Rs.1,00,000/-

TOTAL :-

Rs.6,00,000/-

(Rupees Six Lakh) only.

Problem Kuman Park as the Constituted Atterney & Sut. Kalpan Paul

Signature of the Owner/Vendor

Witness:

Sukla Paul. Sunzy Paul.

Drafted by me and prepared in my office

Advocate

High Court, Calcutta

Arindam Mikhijel





# Office Of the A.R.A. - I KOLKATA

District:-Kolkata

### Endorsement For Deed Number: I - 09673 of 2013

(Serial No. 03246 of 2008)

#### On 14/03/2008

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

Presented for registration at 18.12 hrs on :14/03/2008, at the Private residence by Badal Kumar Roy. ,Claimant.

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

Execution is admitted on 14/03/2008 by

1. Badal Kumar Roy.

Director, Shree Om Promoters Pvt. Ltd., 43/3, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700019.

, By Profession : Others

Identified By Arindam Mukherjee, son of ..., High Court, Cal., CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin:-700001, By Caste: Hindu, By Profession: Advocate.

#### **Executed by Attorney**

Execution by

1. Prabhat Kumar Paul., son of Lt Hemanta Kumar Paul, 188, S. N. Roy Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700038 By Caste Hindu By Profession: Others, as the constituted attorney of Kalpana Paul is admitted by him.

Identified By Arindam Mukherjee, son of ..., High Court, Cal., CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin:-700001, By Caste: Hindu, By Profession: Advocate.

( Ramananda Das )
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

#### On 15/03/2008

#### Payment of Fees:

(Under Article: A(1) = 6589/-, E = 7/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 15/03/2008)

#### Deficit stamp duty

Deficit stamp duty Rs. 35100/- is paid, by the draft number 553286, Draft Date 13/03/2008, Bank: STATE BANK OF INDIA, Bhowanipore Br., received on 15/03/2008

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

#### On 23/11/2009

#### 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.-31,02,542/-

= 8 OCT 2018

( Dinabandhu Roy )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



### Government Of West Bengal

### Office Of the A.R.A. - I KOLKATA District:-Kolkata

## Endorsement For Deed Number: I - 09673 of 2013 (Serial No. 03246 of 2008)

Certified that the required stamp duty of this document is Rs.- 217178 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

( Dines Kumar Mukhopadhyay ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

#### On 08/10/2013

#### 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.

#### Deficit stamp duty

Deficit stamp duty Rs. 181178/- is paid, by the draft number 201206, Draft Date 07/10/2013, Bank: State Bank of India, HAZRA ROAD, received on 08/10/2013

( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

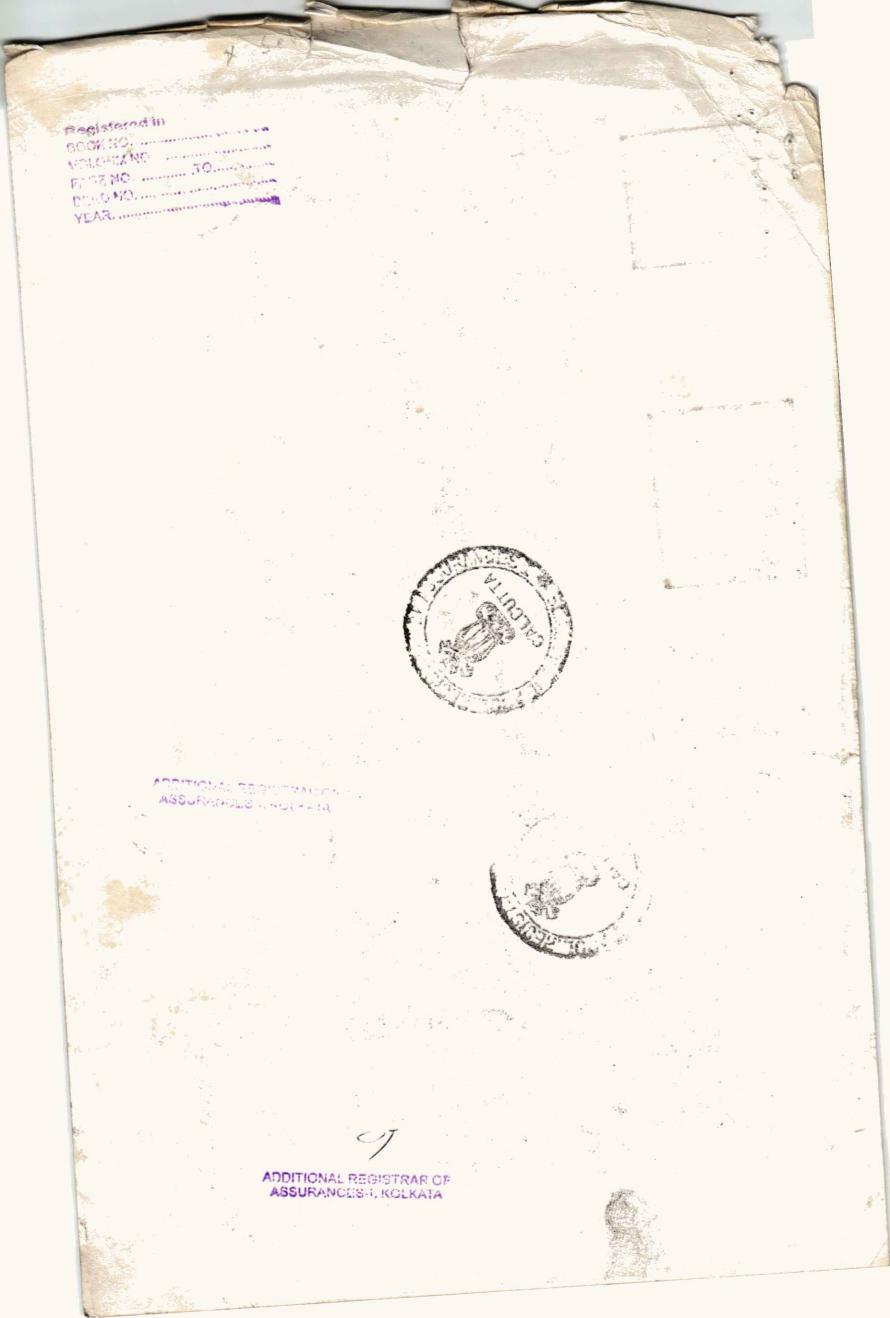


( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

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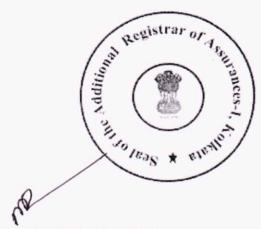
EndorsementPage 2 of 2

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### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 18 Page from 9608 to 9623 being No 09673 for the year 2013.



(Dinabandhu Roy) 09-October-2013 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal