

properties inter-alias **ALL THAT** the Property lying and situate at Corporation Premises No. 64/16, Mahatma Gandhi Road, Kolkata- 700 041. being a part of R. S. Dag No. 588, in Mouza- Sirity, J. L. No. 11, part of R. S. Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S. Nos. 186, 29 & 194. Police-Station- Thakurpukur. (presently Haridevpur) Kolkata Municipal Corporation Ward No. 115, Assessee No. 41-115-06-1025-8, District- 24-Paragans (South), total measurement 05 (Five) Cottahs 11 (Eleven) Chittacks 38 (Thirty Eight) Square Feet more or less along-with structure (25 years old) standing thereon total measurement 2000 Square Feet more or less, hereinafter referred to the **SAID PROPERTY**, morefully mentioned and described in Schedule A hereunder written.

4.2. (i) Sri Asoke Kumar Mitra, died intestate on 16th December 1999, at Calcutta, leaving behind the following persons as his only legal heirs and/or representatives, according to the Hindu Succession Act., 1956.

- (1) **SMT. GITA MITRA**, since deceased, widow
- (2) **SHRI AVIJIT MITRA**, son
- (3) **SHRI SURAJIT MITRA**, son.

(ii) Smt. Gita Mitra, died on 17th January 2013 at Kolkata and leaving behind the following persons as his only legal heirs and/or representatives, according to the Hindu Succession Act., 1956.-

- (a) **SHRI AVIJIT MITRA**, son
- (b) **SHRI SURAJIT MITRA**, son.

4.3. (i) Ranendra Kumar Mitra, since deceased, who during his life time and at time of his death was Hindu governed by Dayabhaga School of Hindu Law and

[Sl. Nos. 3.1.4 is represented by Constituted Attorney, **SRI ASHOKE PAUL**, son of Late Satyendra Sundar Paul, Permanent Account Number - AEKPP 7065C and appointed through a Power of Attorney dated 23rd February 2007 and registered in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. IV, Volume No. 12, Pages 355 to 361, Being No. 1072, for the year 2007].

3.1.5. SMT. NILANJANA PAUL, daughter of Sri Ashoke Paul, by Occupation-Business, by Nationality- Indian, having Permanent Account Number AFHFF9410K, permanently residing at 575, New Alipore, Block-N, Police-Station & Post-Office New Alipore, Kolkata-700 053, but presently residing at No. 33, Hawthorn Road, Heaton Mersey, Stockport, SK 43dq, United Kingdom.

[Sl. Nos. 3.1.5., is represented by her Constituted Attorney, **SRI ASHOKE PAUL**, son of Late Satyendra Sundar Paul, Permanent Account Number - AEKPP 7065C and appointed through a Power of Attorney dated 3rd January 2008 and registered in the Office of the Additional Registrar Assurances-III, and recorded in Book No. IV, Volume No. 02, Pages 63 to 70, Being No. 27, for the year 2008].

3.1.6. SRI. RAMAPRASANNA MITRA, son of Late Tapendra Kumar Mitra, by Occupation- Service, by Nationality- Indian, having Permanent Account Number AIXPM 1348L, residing at 47/1H, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700

3.1.7. SMT. ANJANA KAR, wife of Sri Subrata Kumar Kar, daughter of Late Tapendra Kumar Mitra, by Occupation-Homemaker, by Nationality- Indian, having Permanent Account Number ANDPK 6463H, residing at 162D/620, Prince Anwar Shah Road (Lake Gardens), Police-Station & Post Office- Lake Gardens, Kolkata-700 045.

3.1.8. SRI RAMA PRASUN MITRA, son of Late Anandamoy Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number AFAPM 3323F, residing at 47/1J, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.9. SRI AVIJIT MITRA, son of Late Asoke Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number- ALFPM 5269D, residing at 47/1F, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.10. SRI SURAJIT MITRA, son of Late Asoke Kumar Mitra, by Occupation-Business, by Nationality- Indian, having Permanent Account Number ALFPM 5270N, residing at 47/1F, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.11. SMT. PAPIYA MITRA, widow of Late Anup Mitra, by Occupation-Homemaker, by Nationality- Indian, having Permanent Account Number ARNPM 3091R, residing at residing at 47, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.12. SMT. TANIYA MITRA, daughter of Late Anup Mitra, by Occupation- Service, by Nationality- Indian, having Permanent Account Number BJPM 3956P, residing at 47/1K, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.13. SRI. ARUP MITRA @ RAMANANDA BRAHMACHARI, son of Late Atul Krishna Mitra, by Occupation-Business, by Nationality- Indian, having Permanent Account Number AHOPB 7065M, residing at 47/IJ, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019, but permanently residing at Village- Taramatala, District- Murshidabad, Police-Station- Bharatpur, Post-Office- Gangedda Guindiriya, Pin- 742137.

[Sl. No. 3.1.13. is represented by his Constituted Attorney, SRI RAMA PRASUN MITRA, son of Late Anandamoy Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number AFAPM 3323F, residing at 47/IJ, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019, and appointed through a Power of Attorney dated 30.11.1999 and registered in the Office of the Additional District Sub-Registrar, Alipore, 24-Paragans South and recorded in Book No. IV, Volume No. I, Pages 227 to 234, Being No. 41, for the year 1999].

Hereinafter jointly and collectively called and referred to as **THE VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

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3.2 PURCHASER.

MESSRS. SHREE NIL MADHAV CONSTRUCTION PVT. LTD., a company incorporated under the Companies Act., having its registered Office at 54A, Raja Ram Mohan Roy Road, Police-Station- Behala, Post-Office-Pachim Putiary, Kolkata- 700041, having Permanent Account Number AASCS 2236B, CIN U45400WB2012PTC186468, represented by its Directors, (1) **SRI BAIDYANATH ADHIKARY**, son of Late Miru Adhikary, by Occupation- Business, by Nationality- Indian, having Permanent Account Number AUHPA 2892D, residing at 139, M. G. Road, Police-Station-Haridevpur, Kolkata- 700 041, (2) **SMT. SANTOSH SHARMA**, wife of Sri Mahesh Sharma, by faith- Hindu by occupation Business, by Nationality- Indian, having Permanent Account Number AFFPS 1014L, residing at 54A, Raja Ram Mohan Roy Road, Kolkata-700 041, Police Station -Behala, Post-Office- Pachim Putiary, hereinafter called and referred to as the **•PURCHASER•** (which expression shall excluded by or repugnant to the context be deemed to mean and include the Directors for the time being of Said Company, successor-in-office, nominees and assigns) of the **SECOND PART.**

3.3. The Vendors and Purchasers, collectively Parties herein.

4. RECITALS.-

4.1. In term of the compromised decree dated 16th April 1970 in Title Suit No. 16 of 1970, passed by the Learned Seventh Sub-Judge at Alipore, (Sukhendu Kumar Mitra -vs- Ranendra Kumar Mitter & Other). In terms of the said compromised decree dated 16th April 1970, (1) Sri Sukhendu

Kumar Mitra, since deceased, (2) Sri Ranendra Kumar Mitra, since deceased, (3) Sri Tapendra Kumar Mitra, since deceased, (4) Sri Anandamoy Mitra, since deceased, (5) Sri Asoke Kumar Mitra, since deceased, (6) Sri Anup Mitra, since deceased, Sri Arup Mitra and (7) Smt. Gouri Bala Mitra, since deceased, got several properties. Sri Ranendra Kumar Mitra, since deceased, Sri Tapendra Kumar Mitra since deceased, Sri Anandamoy Mitra, since deceased, Sri Asoke Kumar Mitra, since deceased, Sri Anup Mitra, since deceased, during their life time were along-with Sri Arup Mitra jointly got several properties jointly morefully mentioned in the said decree dated 16th April 1970. After the said compromised decree dated 16th April 1970, Sri Ranendra Kumar Mitra, since deceased, Sri Tapendra Kumar Mitra, since deceased, Sri Anandamoy Mitra, since deceased, Sri Asoke Kumar Mitra, since deceased, Sri Arup Mitra, since deceased, during their life time were along-with Sri Arup Mitra partitioned several properties with help of their common friend and/or well wisher and mutated their receptive names in the record of the Calcutta Municipal Corporation and enjoying and/or occupying the same and acted interms of the said oral understanding and/or partition. But the said oral understanding and/or partition amongst the parties has not been reduced to writing though all parties therein acted upon on basis of the said oral understanding and/or partition. In view of the judgement reported in AIR 1976 SC 807, oral partition is binding on the parties. Sri Ranendra Kumar Mitra, since deceased, Sri Tapendra Kumar Mitra, since deceased, Sri Anandamoy Mitra, since deceased, Sri Asoke Kumar Mitra, since deceased, Sri Anup Mitra, since deceased, along-with Sri Arup Mitra were seized and possessed of and/or otherwise well and sufficiently entitled several

properties inter-alias **ALL THAT** the Property lying and situate at Corporation Premises No. 64/16, Mahatma Gandhi Road, Kolkata- 700 041, being a part of R. S. Dag No. 588, in Mouza- Sirity, J. L. No. 11, part of R. S. Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S. Nos. 186, 29 & 194. Police-Station- Thakurpukur, (presently Haridevpur) Kolkata Municipal Corporation Ward No. 115, Assessee No. 41-115-06-1025-8, District- 24-Paragans (South), total measurement 05 (Five) Cottahs 11 (Eleven) Chittacks 38 (Thirty Eight) Square Feet more or less along-with structure (25 years old) standing thereon total measurement 2000 Square Feet more or less., hereinafter referred to the **SAID PROPERTY**, morefully mentioned and described in Schedule **A** hereunder written.

4.2. (i) Sri Asoke Kumar Mitra, died intestate on 16th December 1999, at Calcutta, leaving behind the following persons as his only legal heirs and/or representatives, according to the Hindu Succession Act., 1956.

- (1) **SMT. GITA MITRA**, since deceased, widow
- (2) **SHRI AVIJIT MITRA**, son
- (3) **SHRI SURAJIT MITRA**, son.

(ii) **Smt. Gita Mitra**, died on 17th January 2013 at Kolkata and leaving behind the following persons as his only legal heirs and/or representatives, according to the Hindu Succession Act., 1956.-

- (a) **SHRI AVIJIT MITRA**, son
- (b) **SHRI SURAJIT MITRA**, son.

4.3. (i) **Ranendra Kumar Mitra**, since deceased, who during his life time and at time of his death was Hindu governed by Dayabhaga School of Hindu Law and

leaving behind the followings only legal heir and/or heirs as per provision of the Hindu Succession Act, 1956:-

- (a) Smt. Chitra Mitra, Widow,
- (b) Sri Rama Prosad Mitra, son,
- (c) Smt. Chandra Paul, since deceased Married daughter.

(ii) Smt. Chandra Paul, died on 12th July 2005 at Kolkata, who during her life time and at time of her death was Hindu governed by Dayabhaga School of Hindu Law and leaving behind the followings only legal heir and/or heirs as per provision of the Hindu Succession Act, 1956:-

- (a) Sri Ashoke Paul, Husband,
- (b) Sri Gautam Paul, Son,
- (c) Smt. Nilanjana Paul, Daughter,

4.4. (i) Sri Tapendra Kumar Mitra, since deceased, who during his life time and at time of his death was Hindu governed by Dayabhaga School of Hindu Law and leaving behind the followings only legal heir and/or heirs as per provision of the Hindu Succession Act, 1956:-

- (a) Sri Ramaprasanna Mitra, son,
- (b) Smt. Anjana Kar, Married daughter.

(ii) Smt. Jamuna Mitra, wife of Sri Tapendra Kumar Mitra, since deceased, died prior to the death of her husband.

4.5. Sri Anup Mitra, since deceased, who during his life time and at time of his death was Hindu governed by Dayabhaga School of Hindu Law and leaving behind the followings only legal heir and/or heirs as per provision of the Hindu Succession Act, 1956.-

(a) Smt. Papiya Mitra, Widow,

(b) Smt. Taniya Mitra, Daughter.

4.6. (i) Sri Anandamoy Mitra, since deceased died on 26.09.1999 at Kolkata. Prior to his death, he has executed a Will dated 20th February 1998. On 19th September 2003, Sri Rama Prasun Mitra, have granted Probate of the said Will dated 20th February 1998 by the Learned District Delegate, Alipore, South 24-Paraganas in Act 39 Case No. 254 of 2003 (P).

(ii) In terms of the said probated Will dated 20th February 1998, Sri Rama Prasun Mitra got undivided share of Sri Anandamoy Mitra, since deceased, in respect of the Said Property (as mentioned in the Schedule - A).

4.7. Thus/the Vendors herein have jointly become the co-owners in respect of the Said Property.

5. OFFER & ACCEPTANCE

The Purchasers herein had approached the Vendors herein to purchase the Said Property (as mentioned in Schedule B) which are lying and situated at Corporation Premises No. 64/16, Mahatma Gaudhi Road, Kolkata- 700 041, being a part of R. S. Dag No. 588, in Mouza- Sirity, J. L. No. 11, part of R. S. Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S. Nos. 186, 29 & 194,

Police-Station- Thakurpukur. (presently Haridevpur) Kolkata Municipal Corporation Ward No. 115, Assessee No. 41-115-06-1025-8, District- 24-Paragans (South), total measurement 05 (Five) Cottahs 11 (Eleven) Chittacks 38 (Thirty Eight) Square Feet more or less along-with structure standing thereon total measurement 620 Square Feet more or less, with peaceful vacant possession. The Vendors herein have accepted such proposal of the Purchasers herein in connection with the sale of the Said Property (as mentioned in Schedule A) and the Vendors have entered into a oral Agreement for Sale with the Purchasers of the Said Property at the valuable consideration mentioned therein and mutually fixed with the under mentioned terms, conditions, covenants, stipulations, bindings, rights, privileges, benefits and duties.

6. PRICE

The Vendors herein jointly will get Rs. 33, 00, 000/- (Rupees Thirty Three lakhs) only as Sale value, hereinafter referred to as **THE SAID CONSIDERATION PRICE** of the Said Property to be sold (as mentioned in Schedule A).

NOW THIS DEED OF CONVEYANCE WITNESSES,

7. SUBJECT MATTER OF TRANSFER

7.1. SAID PROPERTY, ALL THAT piece and parcel of land lying and situated at Corporation Premises No: 64/16, Mahatma Gandhi Road, Kolkata- 700 041, being a part of R. S. Dag No. 588, in Mouza- Sirity, J. L. No. 11, part of R. S. Khatian Nos. 1091 and 1094, C.S. Khatian No.

3.1 VENDORS

3.1.1. **SMT. CHITRA MITRA**, widow of Late Ranendra Kumar Mitra, by Occupation- Homemaker, by Nationality- Indian, having Permanent Account Number ADUPM 6449A, residing at 575, Diamond Harbour Road, Police-Station & Post-Office New Alipore, Kolkata-700 053.

3.1.2. **SRI. RAMA PROSAO MITRA**, son of Late Ranendra Kumar Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number ADUPM 6450B, residing at 47/1G, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.3. **SRI ASHOKE PAUL**, son of Late Saiyendra Sundar Paul, by Occupation-Business, by Nationality- Indian, having Permanent Account Number - AEKPP 7065C, residing at 575, Diamond Harbour Road (New Alipore), Block-N, Police-Station & Post-Office New Alipore, Kolkata-700 053.

3.1.4. **SRI GAUTAM PAUL**, son of Sri Ashoke Paul, by Occupation-Business, by Nationality- Indian, having Permanent Account Number AIRPP 0413H, permanently residing at 575, New Alipore, Block-N, Police-Station & Post-Office New Alipore, Kolkata-700 053, but presently residing at 124, Tanjong Rhu, No. 04-03, Casurina Cove, Singapore- 436916.

607, R.S. Nos. 186, 29 & 194, Police-Station- Thakurpukur, (presently Haridevpur) Kolkata Municipal Corporation Ward No. 115, Assessee No. 41-115-06-1025-8, District- 24-Paragans (South), total measurement 05 (Five) Cottahs 11 (Eleven) Chittacks 38 (Thirty Eight) Square Feet more or less along-with structure standing thereon total measurement 620 Square Feet more or less.

7.2 Construction & Tenancy , Entire Constructions was made more than 50 years back. There are 2(Two) tenants viz.: (1) Sri Haru Pramanik, (2) Sri Shyamal Pramanik, occupying 1 (One) tally shaded room each with two common toilets, total measurement 620 Square Feet more or less. Though, the said tenants paying any monthly Rent to the Vendors herein.

7.3 Mutation in the Record of the Kolkata Municipal Corporation. The Vendors herein has not got their names mutated in the records of the Kolkata Municipal Corporation. Sri Ranendra Kumar Mitra, Sri Tapendra Kumar Mitra, Sri Anandamoy Mitra, Sri Asoke Kumar Mitra, Sri Anup Mitra, and Sri Arup Mitra name's are appearing in the record of the Kolkata Municipal Corporation.

7.4 Agreement For Sale. By an oral Agreement for Sale, the Vendors herein have jointly agreed to sell the Said Property (as mentioned in Schedule A) together-with their all rights and liberties to the Purchasers herein for the consideration and on the terms and conditions mentioned therein, which are otherwise free from all encumbrances whatsoever. **Conclusive and comprehensive terms and conditions superseding all previous documents and understandings, if any, are now being recorded by this Deed of Conveyance.**

7.6 Perfecting Title. To complete and perfect the title of the Purchasers to the Said Property, this Deed of Transfer is now being executed and registered, whereby and where under the Vendors herein are conveying to the Purchasers in respect of the Said Property.

8. Representations, Warranties and Covenants of the Vendors.

8.1 Ownership. The Vendors herein are the joint and absolute and undisputed freehold joint owners of the Said Property, such ownership having been acquired in the manner stated in the various sub clauses of **Clauses 4 & 5** above, the contents of which are all true and correct.

8.2 Acquisition or Requisition. The Said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Kolkata Municipal Corporation or any Government or any other Public Body or Authority. No declaration is made published for acquisition or requisition of the Said Premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the Said Property are not affected by any notice of acquisition or requisition under any Act or proceeding whatsoever. There is no impediment under the provision of the West Bengal Thika Tenancy (Acquisition and Regulation) Act, 2001 for the Vendors herein to grant sell convey transfer assign and assure the Said Property and the Vendors hereby granted sold conveyed transferred assigns and assured or expressed or intended so to be in favour of the Purchasers in the manner aforesaid.

8.3 Affecting Title by any Act. The Said Property or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authority or the Estate Duty Authorities or other Government Authority under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or Proceeding against the Vendor herein for realization of the arrears of Income Tax or other Taxes or dues or otherwise under the Public Demands Recovery Acts for the time being in force. The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title.

8.4 Right to Sell. Notwithstanding any act, deed or thing whatsoever done as aforesaid, the Vendors has now good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all and singular the Said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid, according to the true intent and meaning of these presents. Save and except the Vendors herein, no person or persons have/has nay right and/or interest in the Said Property (as mentioned in Schedule B).

8.5 **Free from Encumbrance.** The Said Property (as mentioned in Schedule B) hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors's predecessors-in-title.

8.6 **Peaceful Use of the Said Property.** The Purchasers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to use of the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from it.

8.7 **Perfecting Title.** The Vendors and/or any person/s claiming under it in law or in equity shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or their nominee or nominees do execute and cause to be executed all such deeds, acts and things for further or more perfectly assuring the title of

the Said Property unto and to the use of the Purchasers in the manner aforesaid and shall cause to be produced all documents of title with regard to the Said Property.

9. Transfer.

9.1 Sale. The Vendors hereby sale, convey and transfer unto and in favour of the Purchasers the Said Property i.e. :-

9.1.1. Said Property, ALL THAT piece and parcel of land lying and situated at Corporation Premises No. 64/16, Mahatma Gandhi Road, Kolkata- 700 041, being a part of R. S. Dag No. 588, in Mouza- Sirity, J. L. No. 11, part of R. S. Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S. Nos. 186, 29 & 194, Police-Station- Thakurpukur. (presently Haridevpur) Kolkata Municipal Corporation Ward No. 115, Assessee No. 41-115-06-1025-8, District- 24-Paragans (South), total measurement 05 (Five) Cottahs 11 (Eleven) Chittack&38 (Thirty Eight) Square Feet more or less along-with structure standing thereon total measurement 620 Square Feet more or less, and as per Annexed **PLAN** the area demarcated and delineated with **RED** verses.

9.1.2. **Other Rights.** All other rights appurtenant to the Said Property.

9.2 **Consideration** . The aforesaid transfer is being made out of Full Consideration Price, the Vendors herein will get Rs. 33 Lakhs (Rupees Thirty Eight Lakhs) only will be received from the Purchasers (the

receipts whereof the Vendors herein doth hereby as also the receipts and Memo of Consideration hereunder written admit and acknowledge and of and from the payments of the and every part thereof forever release discharge and acquit the Purchasers as also the properties benefits and rights hereby granted sold conveyed and transferred or expressed or intended so to be)

10. Terms of Transfer,

- 10.1. The transfer being effected by this Deed of Conveyance is.
 - 10.1.1 A sale within the meaning of the Transfer of Property Act, 1882.
 - 10.1.2. Absolute, irreversible and perpetual.
 - 10.1.3. Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debtors, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 10.2. Possession. At or before hereof, khas possession of the 'Said Property' has been handed over to the Purchasers, which the Purchasers admit, acknowledge and accept in full satisfaction.

10.3. Purchaser's Liabilities. All liabilities, outgoing, charges, taxes and levies related to the Said Property shall be borne, paid and discharged by the Purchasers from the date of Possession.

10.4. Conclusion of Contract. The parties have concluded the contract of sale in respect of the Said Property by this Deed of Transfer after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

10.5 Peaceful Use of the Said Property. The Purchasers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from it.

10.6. Perfecting Title. The Vendors and/or any person/s claiming under it in law or in equity shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers and/or his nominee or nominees do execute and cause to be executed all such

deeds, acts and things for further or more perfectly assuring the title of the Said Property unto and to the use of the Purchasers in the manner aforesaid and shall cause to be produced all documents of title with regard to the Said Property.

10.7. Tenants : There are 2(Two) tenants viz., (1) Sri Haru Pramanik, (2) Sri Shyamal Pramanik, structure (25 years old) measurement about 2000 Square Feet more or less. The Purchaser right to claim arrear monthly Rents from the said Tenants and shall have all right as per provision of the West Bengal Premises Tenancy Act, 1997 (as amended upto date).

11. Indemnify by the Vendors

The Vendors shall indemnify and keep indemnified the Purchasers against all losses, damages, costs, charges expenses that will be incurred or suffered by the Purchasers on account of arising out of any breach of any of these terms or any law, rules or regulations or due to defect of title of the Said Property of the Vendors or any other lawful reasons or due to any claim made by any third party in respect of the Said Property.

12. Interpretation

12.1 Number. Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

12.2 Headings. The headings in this Indenture are inserted for convenience only and shall be ignored in construing the provisions of this Indenture.

12.3 Definitions. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

12.4 Documents. A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE A ABOVE REFERED TO,
(THE SAID PROPERTY)

ALL THAT of land lying and situated at Corporation Premises No. 64/16, Mahatma Gandhi Road, Kolkata- 700 041, being a part of R. S. Dag No. 588, in Mouza- Sirity, J. L. No. 11, part of R. S. Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S. Nos. 186, 29 & 194, Police-Station- Thakurpukur, (presently Haridevpur) Kolkata Municipal Corporation Ward No. 115, Assessee No. 41-115-06-1025-8, District- 24-Paragans (South), total measurement 05 (Five) Cottahs 11 (Eleven) Chittacks 38 (Thirty Eight) Square Feet more or less along-with structure (25 years old) measuring about 2000 Square Feet standing thereon, **TOGETHER WITH** all and singular the edifices fixtures courts courtyards compound areas sewers drains way path passages fences hedges ditches trees, walls water, water courses, lights, liberties, privileges easements and appendages whatsoever to the Said Property hereby sold conveyed and transferred or expressed or intended so to be belonging or in any way

appertaining thereto or reputed or known to be part of parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith. There are 2(Two) tenants viz., (1) Sri Haru Pramanik, (2) Sri Shyamal Pramanik, structure (25 years old) measuring 2000 Square Feet more or less and a map with Red border thereon is annexed hereto and butted and bounded in the following manner:-

- On the East , 20' Feet wide Common Passage .
- On the West , Premises No. 64/17, M. G. Road.
- On the North , Premises No. 64/15, M. G. Road.
- On the South , 20' Feet wide.

13. Execution & delivery.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal this the day, month and year first hereto above written.

SIGNED SEALED AND DELIVERED by

the VENDORS in the presence of :-

L. T. I. of Chitra Mitra
by the Pen of *Shalby Jay*

1. SMT. CHITRA MITRA,

Ramaprasanna Mitra

2. SRI. RAMA PROSAD MITRA.

Ashoke Paul

3. SRI ASHOKE PAUL,

(self and constituted attorneys of Goutam Paul and Nilanjajan Paul).

Ramaprasanna Mitra

6. SRI. RAMAPRASANNA MITRA.

Anjana Kar

7. SMT. ANJANA KAR.

Ramaprasusi Mitra
8. SRI RAMA PRASUN MITRA

Avijit Mitra
9. SRI AVIJIT MITRA

Surajit Mitra
10. SRI SURAJIT MITRA

Papya Mitra
11. SMT. PAPIYA MITRA

Taniya Mitra
12. SMT. TANIYA MITRA

Ramaprasim Mitra

13. SRI. ARUP MITRA @RAMANANDA

BRAHMACHARI.

State Nil Madhav Construction P/Ltd

Beidra Indu Adhikary

Director

State Nil Madhav Construction P/Ltd

Santosh Sharma

Director

(Vendors)

(Purchaser)

Witnesses,

1. *Malay Roy*
14/E Chitto Rajan Park
28 BARUDA KOL-32

2. *Chandra Anand Sharma*
P-18, 40, Pejes Roy, Hovan Roy Road
Kolkata-700041.

Drafted by:-

Ran Gopal Das

FRAN GOPAL DAS
ADVOCATE
12/2, OLD POST OFFICE STREET,
FIRST FLOOR, KOLKATA- 700 001.
Enrollment No WB/682/1999.

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASER the within-mentioned consideration price of Rs. 33, 00, 000/- (Rupees Thirty Three Lakhs) only being the Said consideration money for the Said Property in full and final settlement

as memo below:-

L.T. I of Chitra Mitra
by the Rev. of Malay Jay



Amount with Particulars

By Cheque No. 216967, Rs. 34,000/-

Dated 19/02/2018, and

cheque No. 216978, dated Rs. 1,49,333/-

14/03/2018, both are

drawn on State Bank of

India, Siriti-Muchipara

Branch, Kolkata.

By Cheque No. 216968, Rs. 33,000/-

Dated 19/02/2018, and

cheque No. 216979, dated Rs. 1,50,334/-

14/03/2018, both are

drawn on State Bank of

India, Siriti-Muchipara

Branch, Kolkata.

By Cheque No. 216969, Rs. 33,000/-

Dated 19/02/2018, and

cheque No. 216980, dated Rs. 1,50,333/-

14/03/2018, both are

drawn on State Bank of

India, Siriti-Muchipara

1. (Signature of Smt. Chitra Mitra).

Remayprad Chitra

2. (Signature of Sri. Rama Prosad Mitra).

Ashoke Paul

3. (Signature of Sri Ashoke Paul as self and
constituted attorneys of Goutam Paul and
Nilanjan Paul).

Ramaprasanna Mitra

4. (Signature of Sri. Ramaprasanna Mitra).

Branch, Kolkata.

By Cheque No. 216973, Rs. 50,000/-

Dated 19/02/2018, and

cheque No. 216984, dated Rs. 2,25,000/-

14/03/2018, both are

drawn on State Bank of

India, Siriti-Muchipara

Branch, Kolkata.

By Cheque No. 216970, Rs. 50,000/-

Dated 19/02/2018, and

cheque No. 216981, dated Rs. 2,25,000/-

14/03/2018, both are

drawn on State Bank of

India, Siriti-Muchipara

Branch, Kolkata.

Ramaprasanna Mitra

6. (Signature of Sri Rama Prasun Mitra).

By Cheque No. 216971, Rs. 1,00,000/-

Dated 19/02/2018, and

cheque No. 216982, dated Rs. 4,50,000/-

14/03/2018, both are

drawn on State Bank of

India, Siriti-Muchipara

Branch, Kolkata.

By Cheque No. 216966, Rs. 50,000/-

Dated 19/02/2018, and

cheque No. 216977, dated Rs. 2,25,000/-

Avijit Mitra

7. (Signature of Sri Avijit Mitra).

Surajit Mitra

8. (Signature of Sri Surajit Mitra)

Papaya Mitra

11. (Signature of Smt. Papiya Mitra)

Taniya Mitra

12. (Signature of Smt. Taniya Mitra)

14/03/2018, both are drawn on State Bank of India, Siriti-Muchipara Branch, Kolkata.

By Cheque No. 216972, Rs. 50,000/-
Dated 19/02/2018, and
cheque No. 216983, dated Rs. 2,25,000/-

14/03/2018, both are drawn on State Bank of India, Siriti-Muchipara Branch, Kolkata.

By Cheque No. 216974, Rs. 50,000/-
Dated 19/02/2018, and
cheque No. 216985, dated Rs. 2,25,000/-

14/03/2018, both are drawn on State Bank of India, Siriti-Muchipara Branch, Kolkata.

By Cheque No. 216975, Rs. 50,000/-
Dated 19/02/2018, and
cheque No. 216986, dated Rs. 2,25,000/-

14/03/2018, both are drawn on State Bank of India, Siriti-Muchipara Branch, Kolkata.

Ramprasad Mitra

13. (Signature of Sri. Arup Mitra).

(by the pen of Sri Rama Prasun Mitra. Constituted
Attorney)

By Cheque No. 216967. Rs. 1,00,000/-
Dated 19/02/2018, and
cheque No. 216978, dated Rs. 4,50,000/-
14/03/2018, both are
drawn on State Bank of
India, Siriti-Muchipara
Branch, Kolkata.

In presence of:-

1. Malay Ray.
2. Chandra Anand Sharma

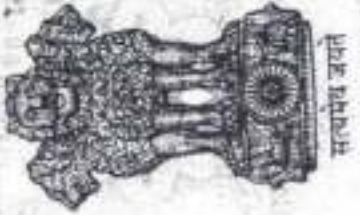
02984/18

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03034/18

भारतीय गैर न्यायिक
भारत INDIA



रु. 500

FIVE HUNDRED
RUPEES

Rs. 500

पाँच सौ रुपये

INDIA NON JUDICIAL

E 313569

अन्वित्यवर्तन पश्चिम बंगाल WEST BENGAL

Purchase Deed

DEED OF CONVEYANCE

1. Date, 14th day of March, 2018 (Two Thousand and Eighteen).

2. Place, Kolkata.

3. Parties,

Certified that the document is arranged to registration. The signatory should see the endorsed part on the date of this document document in the part of this document.

Randy
The Free State of West Bengal
15/03/2018

15 MAR 2018

PHOENIX DEALERS LLP
PHOENIX DEALERS LLP
Partner

15/03/18
T. No. 377175/18

X-COPY

3.1 VENDORS

3.1.1. SMT. CHITRA MITRA, widow of Late Ranendra Kumar Mitra, by Occupation- Homemaker, by Nationality- Indian, having Permanent Account Number ADUPM 6449A, residing at 575, Diamond Harbour Road, Police-Station & Post-Office New Alipore, Kolkata-700 053.

3.1.2. SRI. RAMA PROSAO MITRA, son of Late Ranendra Kumar Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number ADUPM 6450B, residing at 47/1G, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.3. SRI ASHOKE PAUL, son of Late Saiyendra Sundar Paul, by Occupation-Business, by Nationality- Indian, having Permanent Account Number - AEK/P 7065C, residing at 575, Diamond Harbour Road (New Alipore), Block-N, Police-Station & Post-Office New Alipore, Kolkata-700 053.

3.1.4. SRI GAUTAM PAUL, son of Sri Ashoke Paul, by Occupation-Business, by Nationality- Indian, having Permanent Account Number AIRFP 0413H, permanently residing at 575, New Alipore, Block-N, Police-Station & Post-Office New Alipore, Kolkata-700 053, but presently residing at 124, Tanjong Rhu, No. 04-03, Casurina Cove, Singapore- 436916.

[Sl. Nos. 3.1.4 is represented by Constituted Attorney, **SRI ASHOKE PAUL**, son of Late Satyendra Sundar Paul, Permanent Account Number - AEKPP 7065C and appointed through a Power of Attorney dated 23rd February 2007 and registered in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. IV, Volume No. 12, Pages 355 to 361, Being No. 1072, for the year 2007].

3.1.5. SMT. NILANJANA PAUL, daughter of Sri Ashoke Paul, by Occupation-Business, by Nationality- Indian, having Permanent Account Number AFHFT9410K, permanently residing at 575, New Alipore, Block-N, Police-Station & Post-Office New Alipore, Kolkata-700 053, but presently residing at No. 33, Hawthorn Road, Heaton Mersey, Stockport, SK 43dq, United Kingdom,

[Sl. Nos. 3.1.5., is represented by her Constituted Attorney, **SRI ASHOKE PAUL**, son of Late Satyendra Sundar Paul, Permanent Account Number - AEKPP 7065C and appointed through a Power of Attorney dated 3rd January 2008 and registered in the Office of the Additional Registrar Assurances-III, and recorded in Book No. IV, Volume No. 02, Pages 63 to 70, Being No. 27, for the year 2008].

3.1.6. SRI. RAMAPRASANNA MITRA, son of Late Tapendra Kumar Mitra, by Occupation- Service, by Nationality- Indian, having Permanent Account Number AXPM 1348L, residing at 47/1H, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700

3.1.7. SMT. ANJANA KAR, wife of Sri Subrata Kumar Kar, daughter of Late Tapendra Kumar Mitra, by Occupation-Homemaker, by Nationality- Indian, having Permanent Account Number ANDFK 6463H, residing at 162D/620, Prince Anwar Shah Road (Lake Gardens), Police-Station & Post Office- Lake Gardens, Kolkata-700 045.

3.1.8. SRI RAMA PRASUN MITRA, son of Late Anandamoy Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number AFAPM 3323F, residing at 47/1J, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.9. SRI AVIJIT MITRA, son of Late Asoke Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number- ALFPM 5269D, residing at 47/1F, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.10. SRI SURAJIT MITRA, son of Late Asoke Kumar Mitra, by Occupation-Business, by Nationality- Indian, having Permanent Account Number ALFPM 5270N, residing at 47/1F, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.11. SMT. PAPIYA MITRA, widow of Late Anup Mitra, by Occupation-Homemaker, by Nationality- Indian, having Permanent Account Number ARNPM 3091R, residing at residing at 47, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.12. SMT. TANIYA MITRA, daughter of Late Anup Mitra, by Occupation- Service, by Nationality- Indian, having Permanent Account Number BJPM 3956P, residing at 47/1K, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019.

3.1.13. SRI. ARUP MITRA @ RAMANANDA BRAHMACHARI, son of Late Atul Krishna Mitra, by Occupation-Business, by Nationality- Indian, having Permanent Account Number AHOPB 7065M, residing at 47/1J, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019, but permanently residing at Village- Taramatala, District- Murshidabad, Police-Station- Bharatpur, Post-Office- Gangedda Gundiriya, Pin- 742137.

[Sl. No. 3.1.13. is represented by his Constituted Attorney, SRI RAMA PRASUN MITRA, son of Late Anandamoy Mitra, by Occupation- Business, by Nationality- Indian, having Permanent Account Number AFAPM 3323F, residing at 47/1J, Hazra Road, Police-Station & Post Office- Ballygunge, Kolkata- 700 019, and appointed through a Power of Attorney dated 30.11.1999 and registered in the Office of the Additional District Sub-Registrar, Alipore, 24-Paragans South and recorded in Book No. IV, Volume No. I, Pages 227 to 234, Being No. 41, for the year 1999].

Hereinafter jointly and collectively called and referred to as **THE VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

3.2 PURCHASER.

MESSRS. SHREE NIL MADHAV CONSTRUCTION PVT. LTD., a company incorporated under the Companies Act, having its registered Office at 54A, Raja Ram Mohan Roy Road, Police-Station- Behala, Post-Office-Pachim Putiary, Kolkata- 700041, having Permanent Account Number AASCS 2236B, CIN U45400WB2012PTC186468, represented by its Directors, (1) **SRI BAIDYANATH ADHIKARY**, son of Late Miru Adhikary, by Occupation- Business, by Nationality- Indian, having Permanent Account Number AUHPA 2892D, residing at 139, M. G. Road, Police-Station-Haridevpur, Kolkata- 700 041, (2) . **SMT. SANTOSH SHARMA**, wife of Sri Mahesh Sharma, by faith- Hindu by occupation Business, by Nationality- Indian, having Permanent Account Number APTFS 1014L residing at 54A, Raja Ram Mohan Roy Road, Kolkata-700 041, Police Station -Behala, Post-Office- Pachim Putiary, hereinafter called and referred to as the **•PURCHASER•** (which expression shall excluded by or repugnant to the context be deemed to mean and include the Directors for the time being of Said Company, successor-in-office, nominees and assigns) of the **SECOND PART.**

3.3. The Vendors and Purchasers, collectively **Parties** herein.

4. RECTALS.-

4.1. In term of the compromised decree dated 16th April 1970' in Title Suit No. 16 of 1970, passed by the Learned Seventh Sub-Judge at Alipore, (Sukhendu Kumar Mitra --vs-- Ranendra Kumar Mitter & Other). In terms of the said compromised decree dated 16th April 1970, (1) Sri Sukhendu

Kumar Mitra, since deceased, (2) Sri Ranendra Kumar Mitra, since deceased, (3) Sri Tapendra Kumar Mitra, since deceased, (4) Sri Anandamoy Mitra, since deceased, (5) Sri Asoke Kumar Mitra, since deceased, (6) Sri Anup Mitra, since deceased, Sri Arup Mitra and (7) Smt. Gouri Bala Mitra, since deceased, got several properties. Sri Ranendra Kumar Mitra, since deceased, Sri Tapendra Kumar Mitra since deceased, Sri Anandamoy Mitra, since deceased, Sri Asoke Kumar Mitra, since deceased, Sri Anup Mitra, since deceased, during their life time were along-with Sri Arup Mitra jointly got several properties jointly morefully mentioned in the said decree dated 16th April 1970. After the said compromised decree dated 16th April 1970, Sri Ranendra Kumar Mitra, since deceased, Sri Tapendra Kumar Mitra, since deceased, Sri Anandamoy Mitra, since deceased, Sri Asoke Kumar Mitra, since deceased, Sri Arup Mitra, since deceased, during their life time were along-with Sri Arup Mitra partitioned several properties with help of their common friend and/or well wisher and mutated their receptive names in the record of the Calcutta Municipal Corporation and enjoying and/or occupying the same and acted in terms of the said oral understanding and/or partition. But the said oral understanding and/or partition amongst the parties has not been reduced to writing though all parties therein acted upon on basis of the said oral understanding and/or partition. In view of the judgement reported in AIR 1976 SC 807, oral partition is binding on the parties. Sri Ranendra Kumar Mitra, since deceased, Sri Tapendra Kumar Mitra, since deceased, Sri Anandamoy Mitra, since deceased, Sri Asoke Kumar Mitra, since deceased, Sri Anup Mitra, since deceased, along-with Sri Arup Mitra were seized and possessed of and/or otherwise well and sufficiently entitled several