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(4) <u>SM. MALA SAHA</u>, wife of Sri Sujit Saha, all faith-Hindu, No.1 & 4 by occupation _House Wife, No.2 & 3 Business. all residing at premises No.13A/47, Ariff Road, Police Station -Ultadanga, Post Office - Ultadanga Main Road, Calcutta -700 067, hereinafter called, referred to and described as the " <u>V E N D O R S</u>" Which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors. administrators, representatives and assigns) of the <u>ONE PART</u>.

AND

MEGSRS. PACKART INDIA, - a Partnership Firm having its registered Office and Principal place of business at No. 1, Jahar tal Dutta Lane, Police Station - Ultadanga, Post

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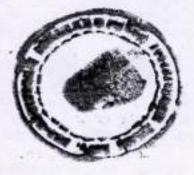
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Office - Ultadanga Main Road, Calcutta - 700 067. represen--ted by its Partners, Namely <u>SREEMATI AVA CHOWDHURY</u>, wife of Sri Barun Chowdhury. by religion - Hindu, by occupation -Business-cum-House wife at present residing at 44/1, Grey Street, Calcutta - 700 006. <u>AND</u> <u>SREEMATI SWATI CHOWDHURY</u>. wife of Sri Debebrata Chowdhury. by religion - Hindu, by occupation - Business-cum-Housewife, at present residing at HB-95, Salt Lake, Calcutta - 700 091. <u>AND</u> <u>SREEMATI TANDRA CHOWDHURY</u>, wife of Sri Satyabrata Chowdhury. by religion - Hindu, by occupation - Business-cum-Housewife, at present residing at 1730/2, Gurudwara Road, Kotla Mubarabpur, New Delhi-110 003. <u>AND</u> <u>Contd....P/4</u>

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SRI PARTHA BHOWMICK, son of Sri Binoy Krishna Bhowmick, by religion - Hindu, by occupation - Business, at present residing at Kamalgarh. Ichapore, Nawabgunj. District-(North) 24_Parganas, <u>AND SRI TIRTHA BHOWMICK</u>, son of Sri Binoy Krishna Bhowmick, by religion - Hindu, by occupation -Business at present residing at Kamalgan, Ichapore, Nawabgunj. District 24_Parganas (North). <u>AND SREEMATI</u> MOLY DAS, wife of Sri Debashis Das, by feligion - Hindu, by occupation - Business-cum-Housewife, at present residing at 2/31. Mall Road, Calcutta - 700 080, hereinafter called referred to and described as the "<u>PU_RCHASERS</u>" (which expression shall unless otherwise excluded by or Contd....P/5

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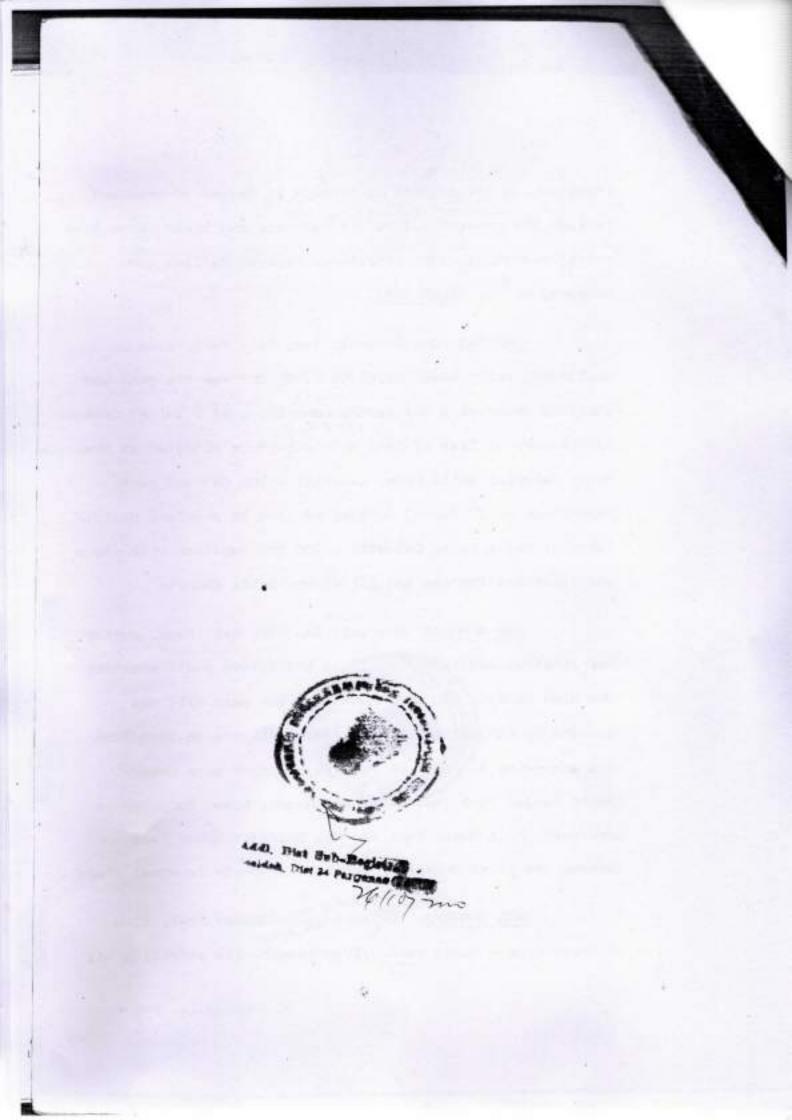
repugnant to the subject or context be deemed to mean and include its present and future Partners and their respective heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS One Sreemati Taru Bala Paul, late of No.13A/47, Ariff Road, Calcutta - 700 067 was the sole and absolute owner of a hut partly comprising of 9 (Nine) Cottahs little more or less of land with structure situated at premises No.1, Jaharlal Dutta Lane, Calcutta - 700 067 and partly comprising of 7 (Seven) Cottahs of land at premises No.1/1A, Jaharlal Dutta Lane, Calcutta - 700 067 together with sheds and structure thereon and all other rights thereto.

AND WHEREAS the said Sm. Taru Bala Paul, during her lifetime published a Will on 16/12/1984 and thereafter She died on 5/2/1985 and Probate of the said will was granted by 6th Addl. District Judge, Alipore on 29/8/1988 and according to grant of Probate her four sons namely Santi Ranjan Paul (now deceased), Ranjit Kumar Paul, since deceased, Ajit Kumar Paul and Sri Chirajit Kumar Paul became the joint owners of the said property in equal share .

AND WHEREAS the said Ranjit Kumar Paul, died intestate as a Hindu on 8/2/1994 leaving him surviving his

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only widow Sreemati Ira Paul and two sons namely Sri Amitava Paul and Sri Somit Paul to inherit his estate in equal share.

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AND WHEREAS the abovenamed heirs and heireness of the said Taru Bala Paul thus became and entitled to the respective shares in the said joint property that is to say Santi Ranjan Paul (now deceased) un_divided One_fourth (ith) share, Sri Chirajit Kumar Paul, un_divided One_fourth (ith) share. Sri Ajit Kumar Paul, un_divided One_fourth (ith) share and Smt. Ira Paul, Sri Amitava Paul and Sri Somit Paul _ Jointly hold un_divided One_fourth (ith) share.

AND WHEREAS to have the said joint property Partitioned amongst the co_sharers in accordance with their respective shares, the said Santi Ranjan Paul, during his lifetime filed a Suit being Title Suit No.70 of 1997 in the Civil Court of Asst. District Judge at Sealdah against the other co_sharers of the said joint property for Partition of the property.

<u>AND WHEREAS</u> during the pendency of the said Suit parties thereto had agreed to divide the said joint property into four Plots being Plot - 'A', Plot - 'B', Plot - 'C' and Plot - 'D' and accordingly a site Plan of the joint

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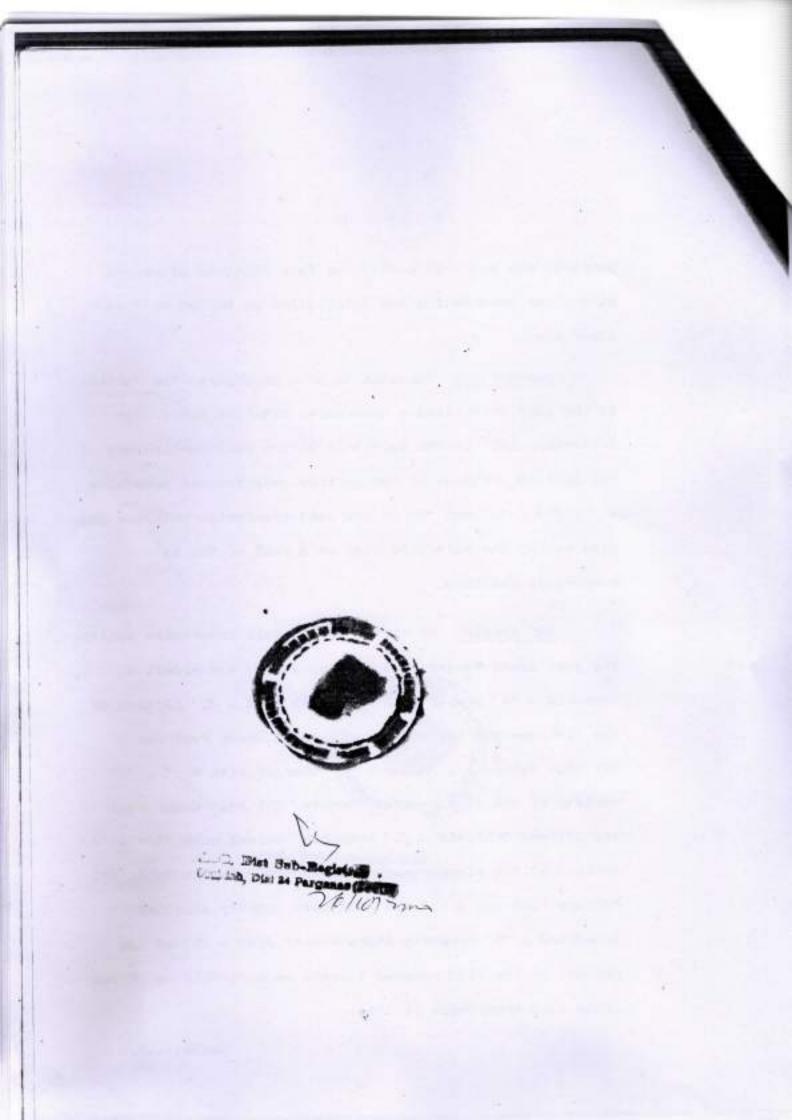
property was prepared containing four Plots as aforesaid with clear demarcating and delineation by border with each other plot.

<u>AND WHEREAS</u> Pursuant to such compromise the Parties to the said Suit filed a compromise Petition dated 18th September, 1997 in the said Suit giving full particulars of the divided portions of the parties described in Schedules 'A'. 'B', 'C' and 'D' to the said compromise petition and also making the said site plan as a pant of the said compromise petition.

AND WHEREAS by virtue of the said compromise petition, the said Santi Ranjan Paul (now deceased) was allotted Schedule - 'A' property thereof with Plot - 'D' portion of the Plan annexed thereto, Sri Chirajit Kumar Paul was allotted Schedule - 'B' property thereof with Plot - 'C' portion of the plan annexed thereto. Sri Ajit Kumar Paul was allowed Schedule - 'C' property thereof with Plot - 'A' portion of the plan annexed thereto and Smt. If a Paul, Sri Amitava Paul and Sri Somit Paul were jointly allotted Scheduled - 'B' property thereto with Plot - 'B' of the portion of the Plan annexed thereto as morefully described inthe said compromise petition.

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AND WHEREAS by an order dated 22nd September, 1997 the Ld. Civil Judge (Senior Division), Sealdah Decreed the said Suit in final form in terms of the said compromise petition which form part of the final Decree passed in the said Suit.

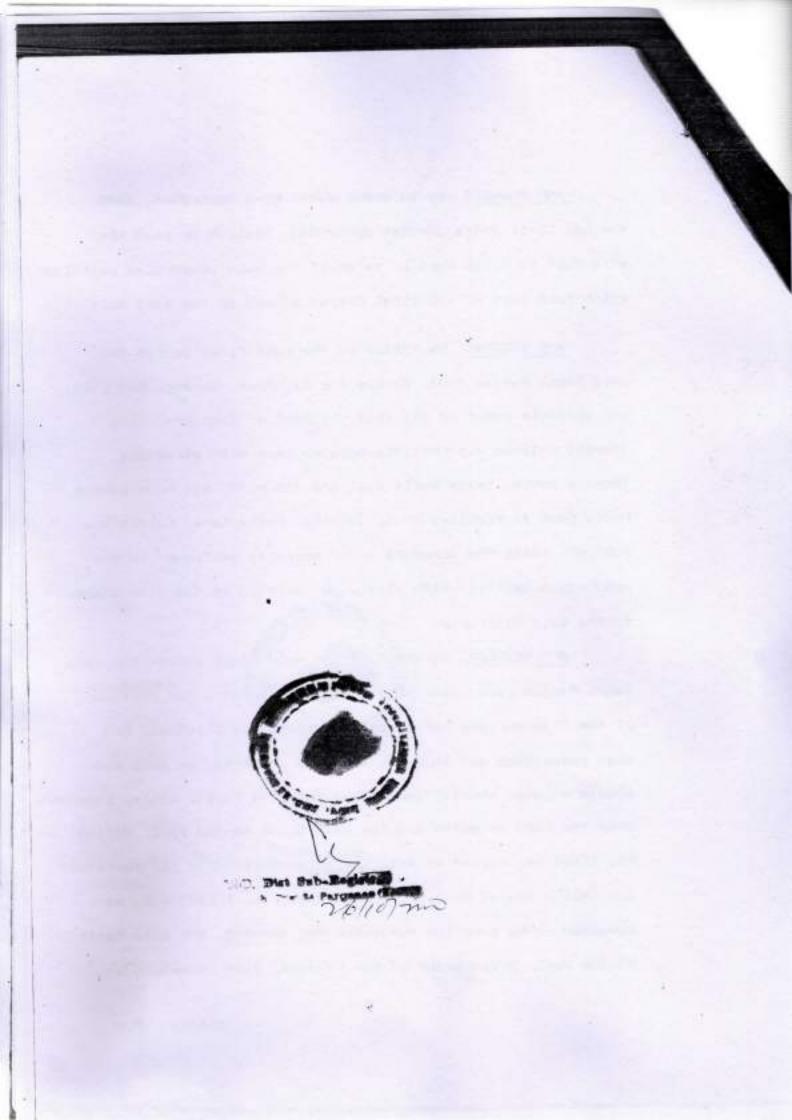
<u>AND WHEREAS</u> by virtue of the said final Decree the said Santi Ranjan Paul, during his lifetime, became, the sole and absolute owner of All That the Plot of land measuring 3 (three) Cottahs 4.5 Chittaks more or less with structure thereon having brick built wall and Tin roof, one room having Pucca roof at premises No.1, Jaharlal Dutta Lane. Calcutta -700 067, being the Schedule - 'A' property mentioned in the compromise petition with plot - D' portion in the plan annexed to the said petition.

AND WHEREAS purguant to the said final decree the said Santi Ranjan Paul obtained possession of plot - 'D' portion of the Plan annexed hereto and he during his lifetime, had been possessing and enjoying the said property, as full and absolute owner thereof and he had absolute right, title, interest over the said property and the said Santi Ranjan Paul, during his lifetime, agreed to sell the said property to the purchaser and took a sum of Rs.2,00,000/- (Rupees Two Lakhs) only as advanced money from the Purchaser <u>AND WHEREAS</u> the said Santi Ranjan Paul, predecessor of the Vendors, died intestate on

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11/5/1999 leaving his wife being the Vendor No.I, his two sons being the Vendors No.2 and 3 and his one daughter, being the Vendor No.4 and no other legal heirs and successors.

AND WHEREAS by virtue of intestate succession, according to Hindu Law, the Vendors herein have jointly acquired right, title, interest over the said property left by their predecessor and thus the Vendors are how the joint owners of the said property held by their predecessor.

AND WHEREAS for some urgent need of money. Santi Ranjan Paul, predecessor of the Vendors declared his intention to sell All That undivided One-half (ith) share or part of land measuring 3 (three) Cottahs 4.6 Chittaks more/less with structure thereon, one pucca rdof, all fittings and fixtures being South-East Part of premises No.I, Jahar Lal Dutta. Lane, Police Station - Ultadanga as described in Schedule below and the Purchaser has agreed to purchase the said property free from all encumbrances at a consideration of Rs.4, DO, OCO/- (Rupees Four Lakhs) only and the said Santi Ranjan Paul (now deceased) eccepted the offer as marketable one and has agreed to sell the said property with tenants to the Purchaser at the above price.

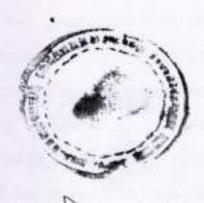
NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of

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Rs.4,00,000/- (Rupees Four Lakhs only) paid by the Purchaser to Santi Ranjan Paul, predecessor of the Vendors on or before the execution of these presents, the receipt of which the Vendors do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, discharge and release the Purchaser the said property hereby intended to be conveyed, the Vendors do hereby infeasibly grant, convey, sell and transfer unto the purchaser All That un_divided One_half share or part of All That structure, erections with piece or parcel of land whereon or on part whereof the same are situate having an area by actual measurement of 3 (three) Cottahs 4.6 Chittaks together with brick wall and a Tin Shed structure, one room having pucca roof all fittings and fixtures, drains, sewerage pipes, together with the right to use the common passage, being demarcated North-East part of premises No.1, Jahar Lal Dutte Lane, under Police Station - Ultadanga, within the limits of Calcutta Municipal Corporation (Ward No.13) described in the Schedule hereunder OR HOWSOEVER OTHERWISE the said property be known, numbered, described and distinguished TOGETHER WITH all areas, fences, compounds, ancient and other lights ways, paths, passages, sewers, drains, walls and water courses and all manner of rights, privileges. Contd...P/11

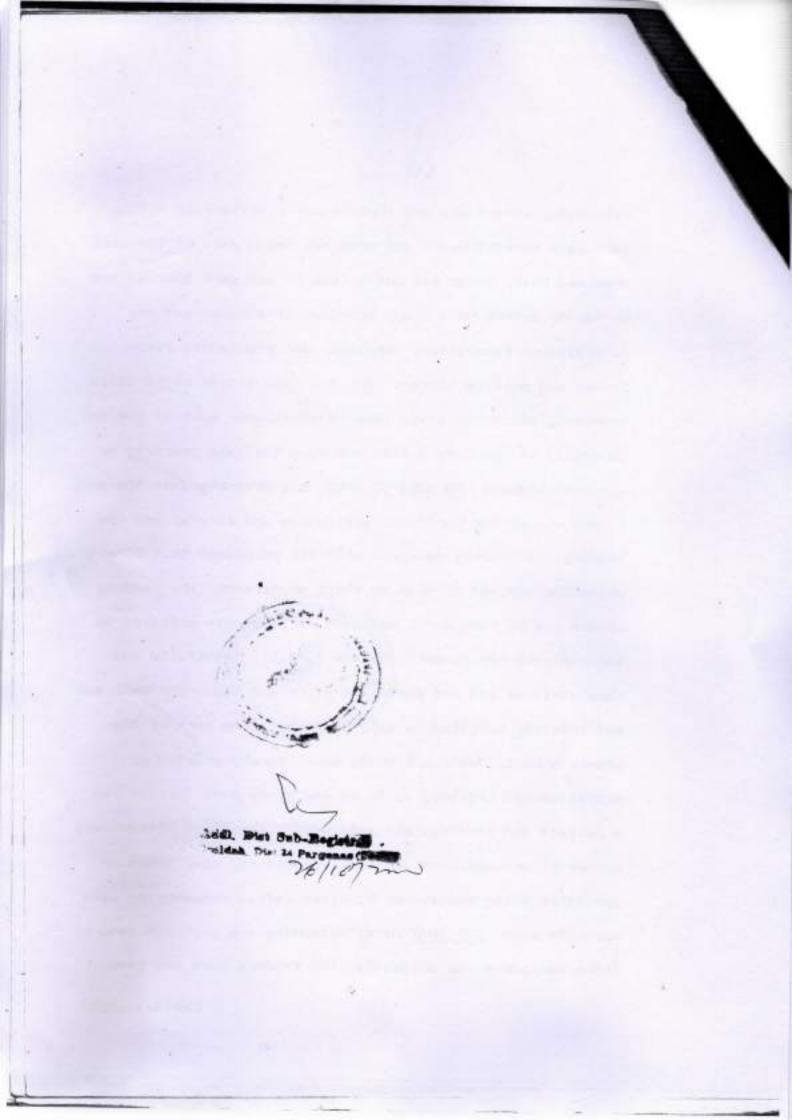
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-mill, Loter 3mb-Ragioizat . Isaldab, Diet 24 Parganas (2000) 76/1077 easements, advantages and appurtenances whatsoever to the said land hereditaments and premises being part of the said premises No.I. Jahar Lal Dutta Lane or any part thereof now or hereto before were used, occupied or enjoyed and the reversion or reversions, remainder and remainders rents, issues and profits thereof AND ALL the estate right title, interest, property, claim, demand whatsoever both at law and in equity of the Vendor into and upon the said property or any part thereof TO HAVE TO HOLD the property into the and to the use of the Purchaser absolutely and forever and the Vendors do hereby covenant with the purchaser that Notwith--standing any act or deed or thing whatsoever, the Vendors or any one of them done, executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of /or and otherwise well and sufficiently entitled to said property being part of the premises No.I, Jahar Lal Dutta Lane, hereby granted or expressed and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of encumbrances, dharges, condition, use, trust or any other thing whatsoever to alter defeat encumber or make void the same AND THAT Notwithstanding any such act deed or thing whatsoever as aforesaid, the Vendors have now good

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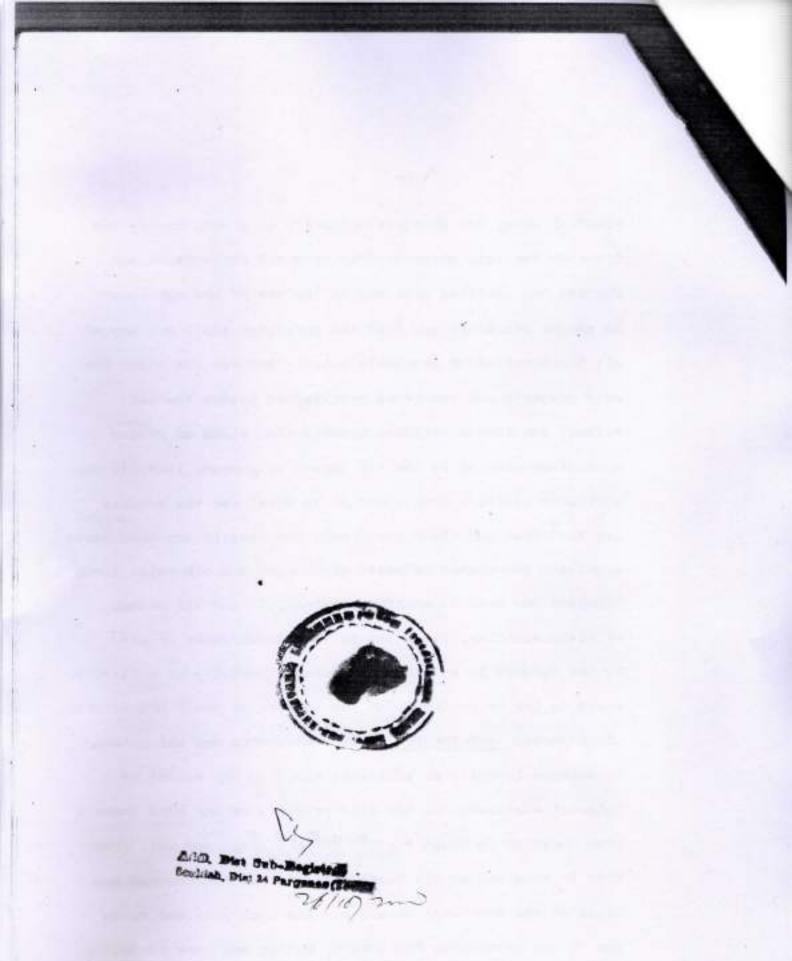
(11)



rightful power and absolute authority to grant, convey and transfer the said property free from all encumbrance and charges and equities unto and to the use of the purchaser in manner aforesaid and that the purchaser shall and may at all times hereafter peaceably quietly possess and enjoy the said property and the rents profits and issues thereof without any lawful eviction interruption claim or demand whatsoever from or by the any person or persons lawfully and equitably claiming from under or in trust for the Vendors and that free and clear and freely and clearly and absolutely acquitted exonerated released discharged and otherwise saved harmless and keep indemnified against all and all manner of claim equities, liens estate and encumbrances created by the Vendors or by person or persons lawfully or equitably claiming for or in trust for the Vendors or their predecessor--in-interest AND FURTHER that the Vendors and all person or persons lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute such acts and deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and

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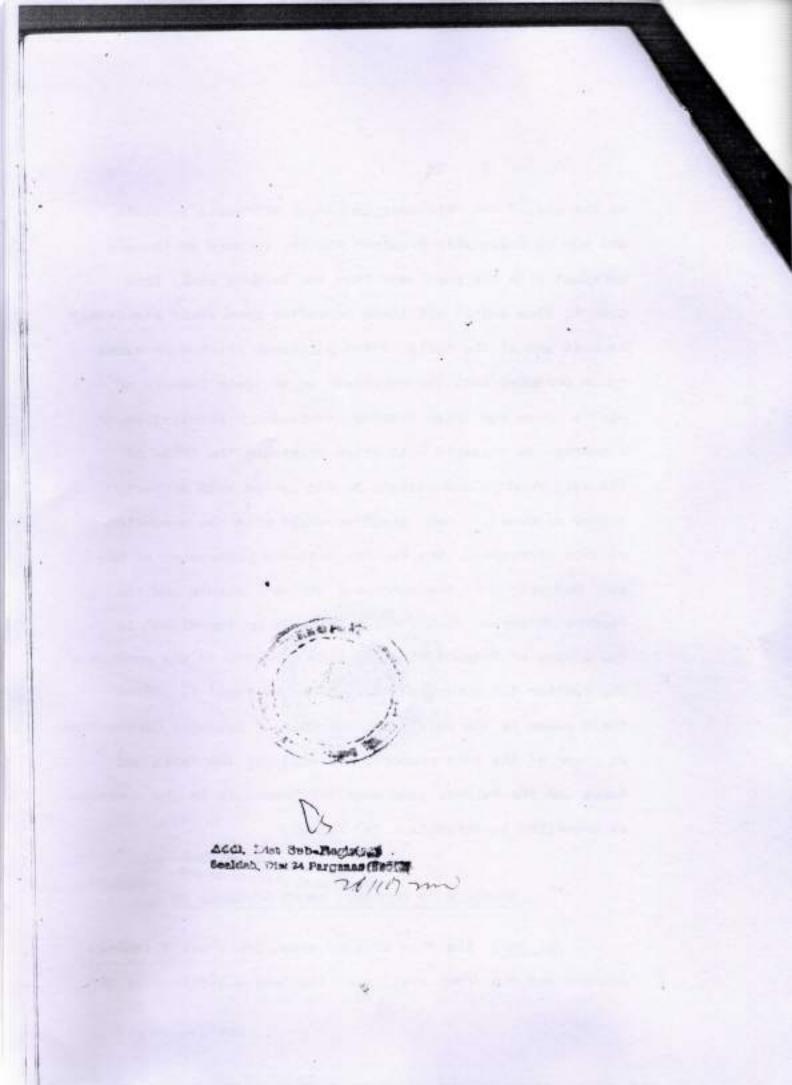
to the use of the Purchaser in manner aforesaid as shall and may be reasonably required AND the Vendors do thereby covenant with the purchaser that the Vendors shall from time to time and at all times hereafter upon every reasonably request and at the costs of the purchaser produce or cause to be produced unto the Purchaser or to their lawyers or agents or at any trial hearing commission, examination or otherwise as occasion will arise providing the title of the said Vendors and assigns to and in the said property hereby conveyed. AND simultaneously with the execution of this conveyance, the Vendors delivers possession of the said property unto the purchaser through tenants and the Vendors do hereby declare that there is no impediment in the matter of transferring the said property to the purchaser and further the purchaser shall have the right to pecord their names in the Assessment Register of Calcutta Corporation as owner of the said property and will pay the rates and taxes and the Vendors hand over the documents to the purchaser as described in Schedule _ 'A' below.

SCHEDULE OF PROPERTY ABOVE REFERRED TO :_

ALL THAT the Plot of Land measuring about 3 (three) Cottahs and 4.6 (Four point six) Chittaks a little more or

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(13)



less with structure standing thereon having brick built wall and Tin roof. One room having pucca roof together with all fittings. fixtures and rights thereto. situated at and being South-East part of Premises No.1. Jahar Lal Dutta Lane. Police Station - Ultadanga. Post Office - Ultadanga Main Road. Calcutta - 700 067. A.D.S.R.O. at Sealdah. Ward No.13. Calcutta Municipal Corporation in the District 24-Parganas (South) Together with rights over common passage and all other rights, easements, drains sw erage pipe line and electric Meter with fittings thereto and also together with the right to realise rents from the tenants therein.

BUTTED AND BOUNDED as follows :-

ON THE NORTH BY : Plot No. 'C' (Part of premises No.1, Jahar Lal Dutta Lane, Calcutta, allotted to Sri Chirajit Paul.

ON THE SOUTH BY : Jahar Lal Dutta Lane.

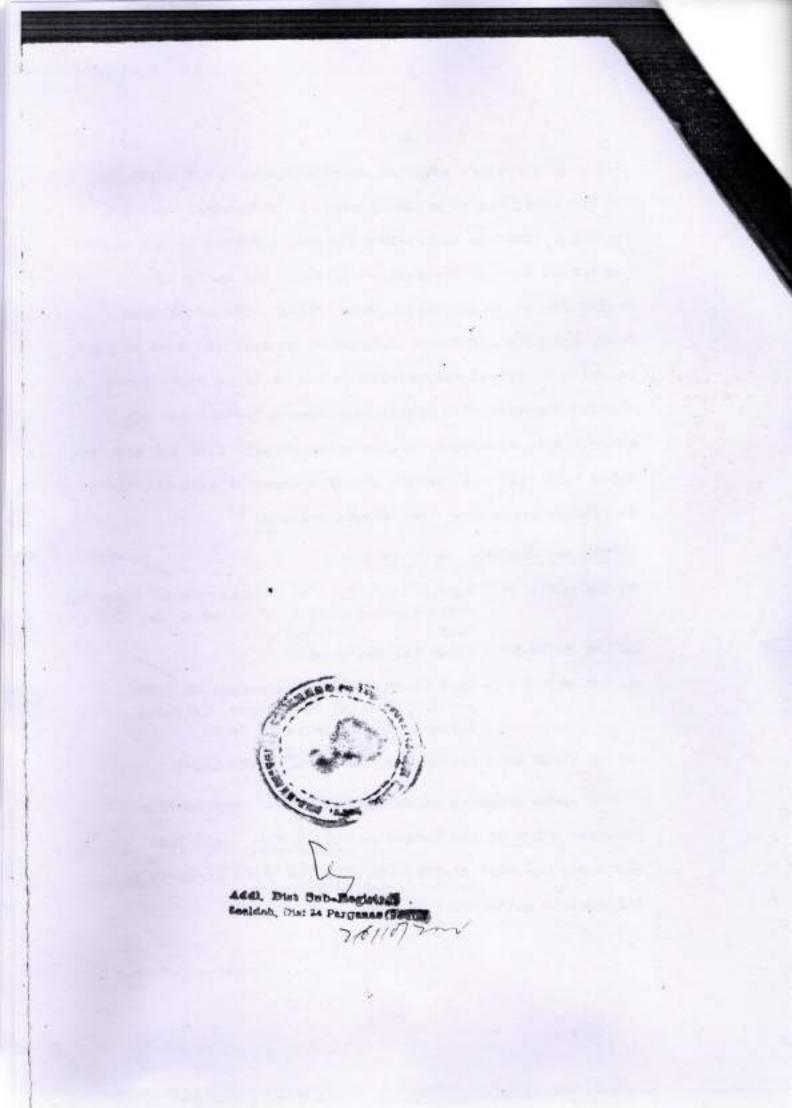
ON THE WEST BY : Plot No. 'C' (Part of premises No.1/1A, and 1, Jahar Lal Dutta Lane, Calcutta allotted to Sri Chirajit Paul.

ON THE EAST BY : Passage, 2, Jahar Lal Dutta Lane.

Above property is delineated in the annexed Plan bordered <u>B L U E</u> and Marked as <u>PLOT - 'D'</u>. All That undivided One_Half (1/2th) share of the above property is the subject matter of this Deed.

Contd P/15.

(14)



IN WITNESS WHEREOF the Vendors hereto have here unto set and subscribed their hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presente of :-WITNESSES :-

Amil K. Ameda Styamal Cant

2) Amil Kr. Parl - . Mala Saha 1, Gunda Autolowida

(WENDORS)

SCHEDULE OF DOCUMENTS (HANDS OVER TO THE PURCHASER BY THE VENDORS.)

1.

Photo Xerox Authenticated Document as true copies of final compromise Decree dated 22/09/1997 with Partition Plan passed by Ld. Asst. District Judge (Sr. Division) at Sealdah in Title Suit No.70/1997.

Santi Ranjan Paul.....Plaintiff.

- Versus -

Chirajit Paul & Ors.... Defendants.

cen 10.11.20

2.

Tax Receipts granted by Calcutta Municipal Corporation in respect of the premises - (Xerox copy).

Contd p/16.



Addl, Mirt Oub-Registral . Realdah, Dial 24 Parganas (2000) (16)

4. Counter part of Rent Book. Electric Bills. 3.

ACKNOWLEDGEMENT OF RECEIPT :-

- (1) RECEIVED from the within named Purchaser the within mentioned sum by an Account Payee Cheque drawn by the Partners of the Purchaser Firm on Allahabad Bank in favour of Santi Ranjan Paul, bearing Cheque No.122005 Rs .2,00,000=00 dated 6/3/1998 for a sum of ...
- (2) A sum of Rs.1, 00,000/- by Cheque No.122048 dated 24/8/98 with Allahabad Bank in favour of Rs.1,00,000=00 Santi Ranjan Paul. ...

TOTAL :

(3) Another sum of Rs.1,00,000/- by Cheque No.134514 dated 6/2/99 with Allahabad Bank in favour of Rs.1,00,000=00 Santi Ranjan Paul.

At 323M.

WI TNESSES :-

1) Sim / Ko Kando

2) Amil Kn. Soul

Sharmal Paul Anima Paul

Amal Paul Mala Saha

(RUPEES FOUR LAKHS ONLY)

(VENDORS)

Drafted & Prepared by me :

Sumil the Mund-

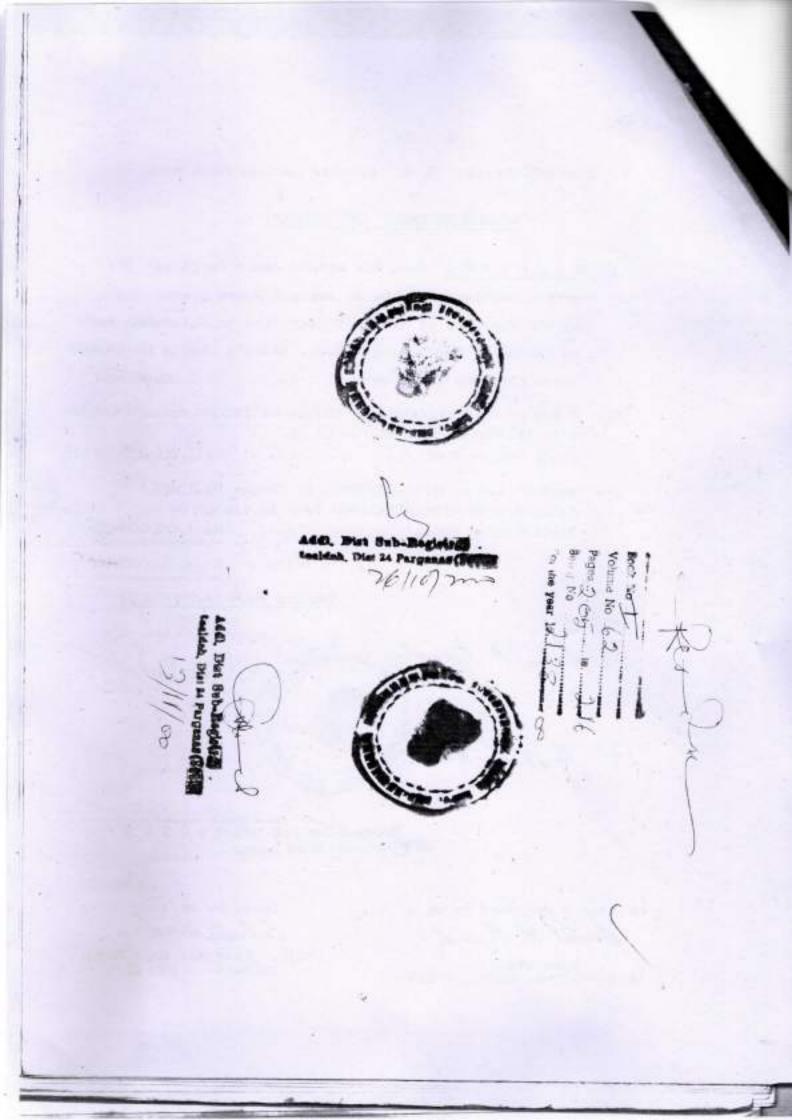
Advocate, Sealdah Civil Court, Cal-14.

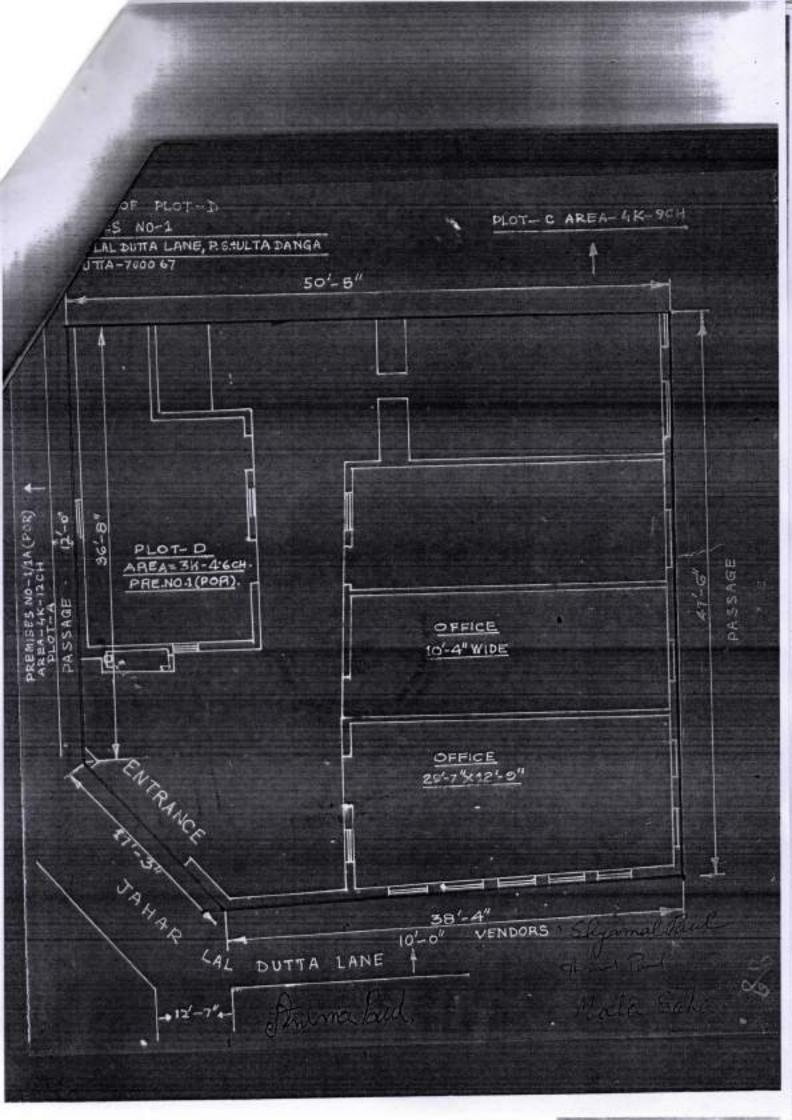
Typed by me .: -Subrata Kindu.

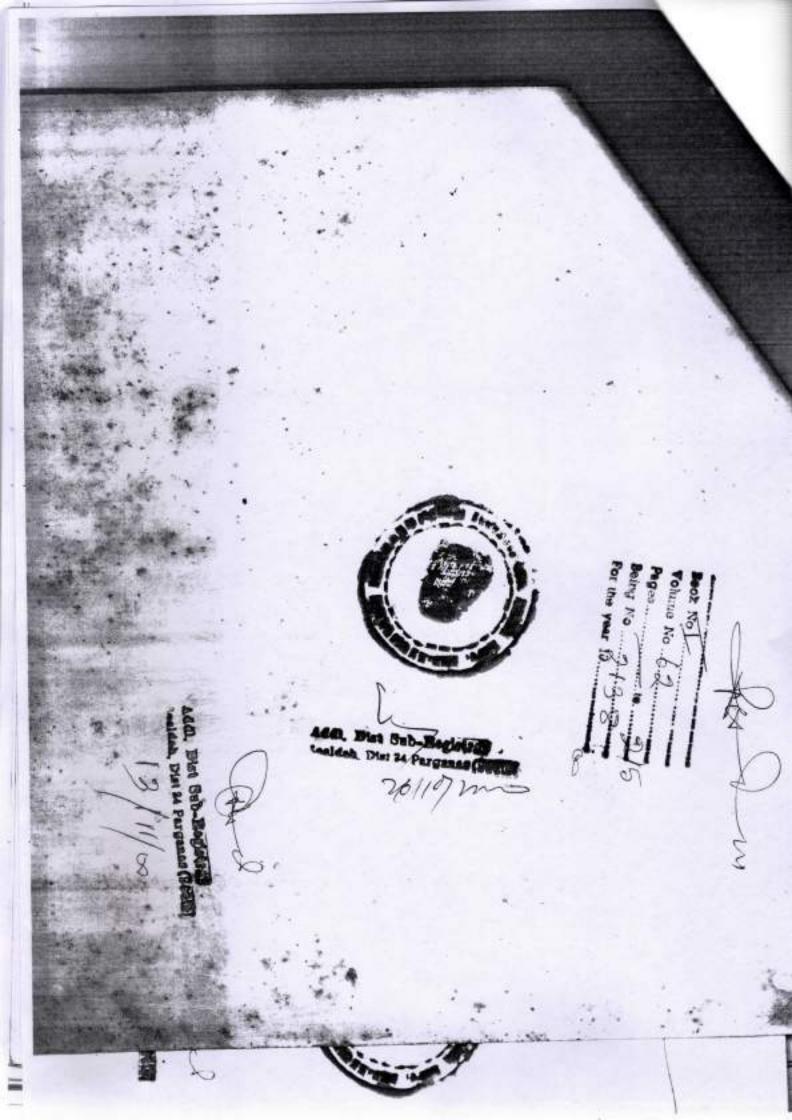
143/2, Ultadanga Main Road, Calcutta = 700 067.

a manjan Baul

Rs.4,00,000=00







DATED THE 26 TH DAY OF OCTO

(1999)

DEED OF CONVEYANCE.

BETWEEN

1. SM. ANIMA PAUL.

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- 2. SRI SHYAMAL PAUL.
- 3. SRI AMAL PAUL.
- 4. SM. MALA SAHA.

..... VENDORS .

A N. D

M/S. PACKART INDIA - Represented It's Partners :-

- 1. SMT. AVA CHOWDHURY.
- 2. SMT. SWATI CHOWDHURY.
- 3. SMT. TANDRA CHOWDHURY.
- 4. SRI PARTHA BHOWMICK.
- 5. SRI TIRTHA BHOWMICK.
- 6. SMT. MOLY DAS.

..... PURCHASERS.

DRAFTED & PREPARED BY :-

SEALDAH CIVIL COURT, CALCUTTA-14.

TYPED BY ME :-SRI SUBRATA KUNDU.143/2.U.M.ROAD. CALCUTTA_700 067.