

SL NO M 45712 sold to M/S Assect Phole or 1. Jacks Las Detto Lance KEGD IN 10 LuteDanga Man Re OOK NO --- K-01-67(] OLUME NO. PAGE NO ... Kolkata Collectorate. Treasury WEAR-Treasurer Dated 21 03 2005. y and on presented for registrance 9 pm on to 15 h - Shyamal Paul tay of Africal sa/her residence 1 by Shyawal pan are oftenends ABBITIONAL RESIGNAL 28/0 ASSURANCES I. CHERAPA Shyamal Raul Shazamal paul, Analpau Balt Sous of 44 Souts Ronge Paul Amina paul Woltson Thima laul. Ponjan pal of male 8ak 410 Sejit Sala off of 13A) Ariff Paral. P.8 elbadous eal-67 Bandaban Cutor Advocate (AMAL - PAUL) ABBD AUBI meredita medicient CHERNORS I. KOLKAN. 3 dentified by me Sandipan - 4 wha

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and 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 'VENDORS' (which expression shall
unless otherwise excluded by or repugnant to the subject
or context be deemed to mean and include their successors,
heirs, executors, representatives and assigns) of the
ONE PART:

SL No 45 E 12 sold to M/S Packart 2001a or I Jahr Link Butth Line GD IN K NO. JIME NO. Kolkata Collectorate,
Treasury Tressurer Dated 21.03 200 5. 2 Ca troomy 8/06/0

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ARREST CONTRACTOR OF THE STREET OF THE STREE

AND

MESSRS. PACKART INDIA, a Partnership Firm having its registered Office and Principal place of business at No. 1, Jahar Lal Dutta Lane, Police Station - Ultadanga, Post office - Ultadanga Main Road, Calcutta - 700067 represented by its Partners namely

- (1). SMT. AVA CHOWDHURY, wife of Sri Barun Chowdhury, by religion - Hindu, by occupation - Business-cum-House wife at present residing at 44/1, Grey Street, Calcutta - 700006.
 AND
- (2) SMT. SWATI CHOWDBURY wife of Sri Debabrata Chowdhury,
 by religion Hindu, by occupation Business-cum-House
 wife at present residing at HB-95, salt Lake, Calcutta
 700091, AND
- (3) SMT. TANDRA CHOWDBURY, wife of Sri Satyrabrata Chowdhury, by religion Hindu, by occupation Business-cum-House wife at present residing at 1730/2, Gurudwara Road, Kotla Mubarabpur, New Delhi 110003, AND
- (4) SRI PARTHA BHOWMICK, son of Binoy Krishna Bhowmick, by religion - Hindu, by Occupation - Business, at present residing at Kamalgarh, Ichapore, Nawabgunj, District - 24 Parganas (North), AND
- (5) SRI TIRTHA BHOWMICK, son of Binoy Krishna Bhowmick, by religion - Hindu, by occupation - Business, at present residing at Kamalgarh, Ichapore, Nawabgunj, District - 24 Parganas (North), AND

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(6) SMT. MOLY DAS, wife of Sri Debashis Das, by religion - Hindu, by occupation - Business-cum-House wife at present residing at2/31, Mall Road, Calcutta - 700080, hereinafter called, referred to and described as the "P U R C H A S E R S" (Which Expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his successors, heirs, executors, representatives and assigns) of the OTHER PART.

WHEREAS One Smt. Taru Bala Paul, wife of Late Haripada Paul, 13A/47, Ariff Road, Calcutta - 700067, was the sole and absolute owner of a hut partly comprising of 9(Nine) cottans little more or less of land with structure situated at premises No. 1, Jahar Lal Dutta Lane, Calcutta - 700067 and partly comprising of 7(seven) cottans of land at premises No. 1/1A, Jahar Lal Dutta Lane, Calcutta - 700067 together with sheds and structure thereon and all other rights thereto.

AND WHEREAS the said Smt. Taru Bala Paul, during her lifetime published a Will on 16.12.1984 and thereafter she died on 05.02.1985 and probate of the said Will was granted by 6th Addl. District Judge at Alipore on 29.08.1988 and according to grant of probate her four sons namely Santi Ranjan Paul (now deceased), Ranjit Kumar Paul (since deceased), Ajit Kumar Paul and Chirajit Kumar Paul became the joint owners of the said property in equal share.

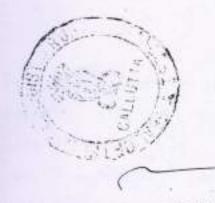


AND WHEREAS the said Ranjit Kumar Paul, died intestate as Hindu on 08.02.1994 being survived by his wife Smt. Ira Paul and two sons namely Sri Amitava Paul and Sri Samit Paul to inherit his estate in equal share.

AND WHEREAS the abovenamed helps and helpess of the said Smt. 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) undivided one fourth (1/4th) share, Chirajit Kumar Paul undivided one fourth (1/4th) share and Ajit Kumar Paul undivided one fourth (1/4th) share and Smt. Ira Paul, Sri Amitava Paul and Sri Samit Paul- jointly hold undivided one fourth (1/4th) share.

amongst the co-sharers in accordance with their respective shares, the said Santi Ranjan Paul during his life time filed a suit being titled suit No. 70 of 1997 in the civil court of Asst. District Judge at Sealdah againg the other co-sharers of the said joint property for partition of the property.

AND WHEREAS during the pendency of the said suit parties thereto had agreed to divide the said joint property into four plots being plot No.- 'A', plot No.- 'B', plot No.- 'C', plot No.- 'D' and accordingly a site Plan of the joint property was prepared containing four plots as aforesaid with clear demarcation and delineation by border with each other plot.

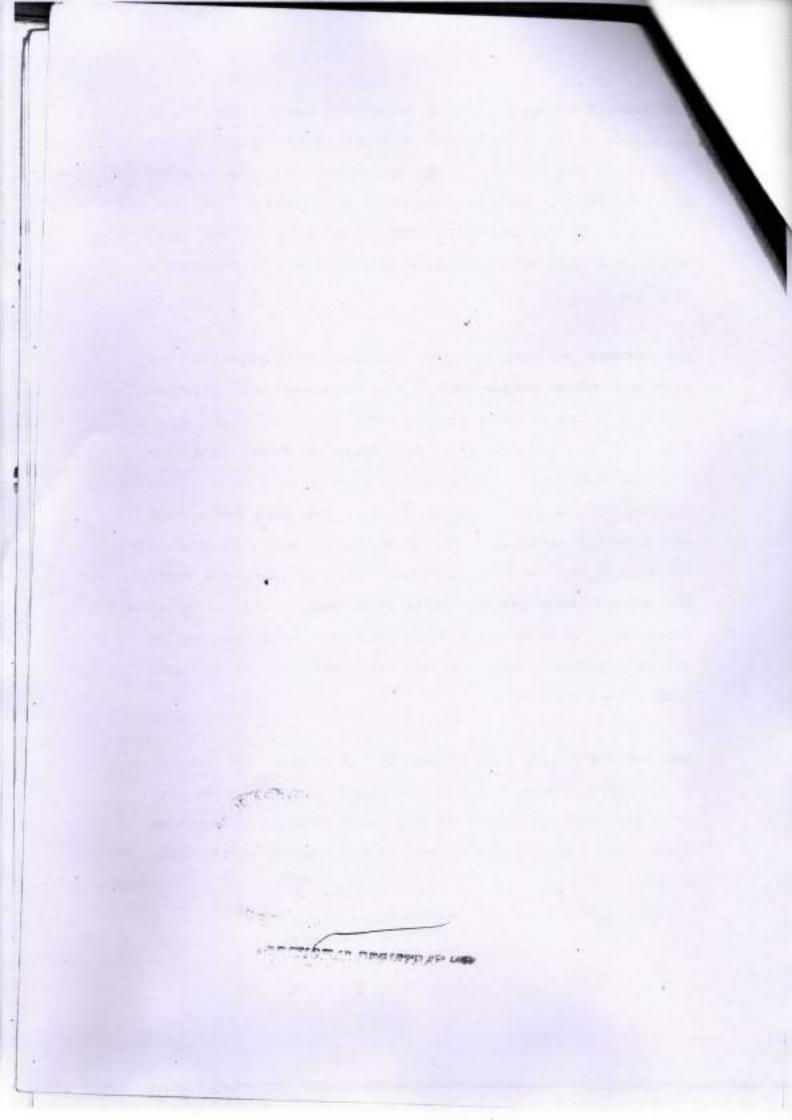


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AND WHEREAS pursuant to such compromise the Parties to the said suit filed a Compromise Petition dated 18.09.1997 in the said suit giving full particulars of the divided portions of the parties described in schedules "A", 'B', 'C', and 'D' to the said Compromise Petition and also making the said site plan as a part of the said Compromise Petition.

and whereas by virtue of the said compromise petition, the said Sri 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 allotted Schedule - 'C' property thereof with Plot - 'A' portion of the plan annexed thereto and Smt. Ira Paul, Sri Amitava Paul and Sri Samit Paul were jointly allotted Schedule - 'D' property thereof with Plot - 'B' portion of the plan annexed thereto as morefully described in the said compromise petition.

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 decreed passed in the said suit.

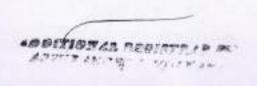


AND WHEREAS by virtue of the final decree the said Santi Ranjan Paul during his life time became the sole and absolute owner of All that Plot of land measuring 3(three)

Cottah 4.6 chittaks more or less with structure thereon having brick built wall and Tin roof, one room having puccaroof at premises No. 1, Jahar Lal Dutta Lane, Calcutta - 700067, being the schedule - 'A' property mentioned in the compromise petition with plot - 'D' portion in the Plan annexed to the said petition.

Santi Ranjan Paul obtained possession of plot - 'D' portion in the Plan annexed hereto and he during his life time, 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 life time, 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.

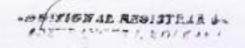
AND WHEREAS the said Samti Ranjan Paul, predecessors of the Vendors, died intestate on 11.05.1999 leaving his wife being the vendor No. 1, his two sons being the vendor No. 2 and 3 and his one daughter, being the vendor No. 4 and no other legal heirs and successors.



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

Ranjan Paul, predecessors of the Vendors declared his intention to sell All that undivided (1/2th) share or part of land measuring 3(three) Cottah 4.6 chittaks more or less with structure thereon, one pucca roof, all fittings and fixtures being south-east part of premises No. 1, Jahar Lal Dutta Lane, Police Station - Ultadanga, Post office - Ultadanga Main Road, Calcutta - 700067 as described in schedule below and the purchaser has agreed to purchase the said property free from all encumbrances at a consideration of Rs. 4,00,000/- (Rupees Four Lakhs) only the said Santi Ranjan Paul(now deceased) accepted the offer as marketable one and has agreed to sell the said property with tenants to the purchaser at the above price.

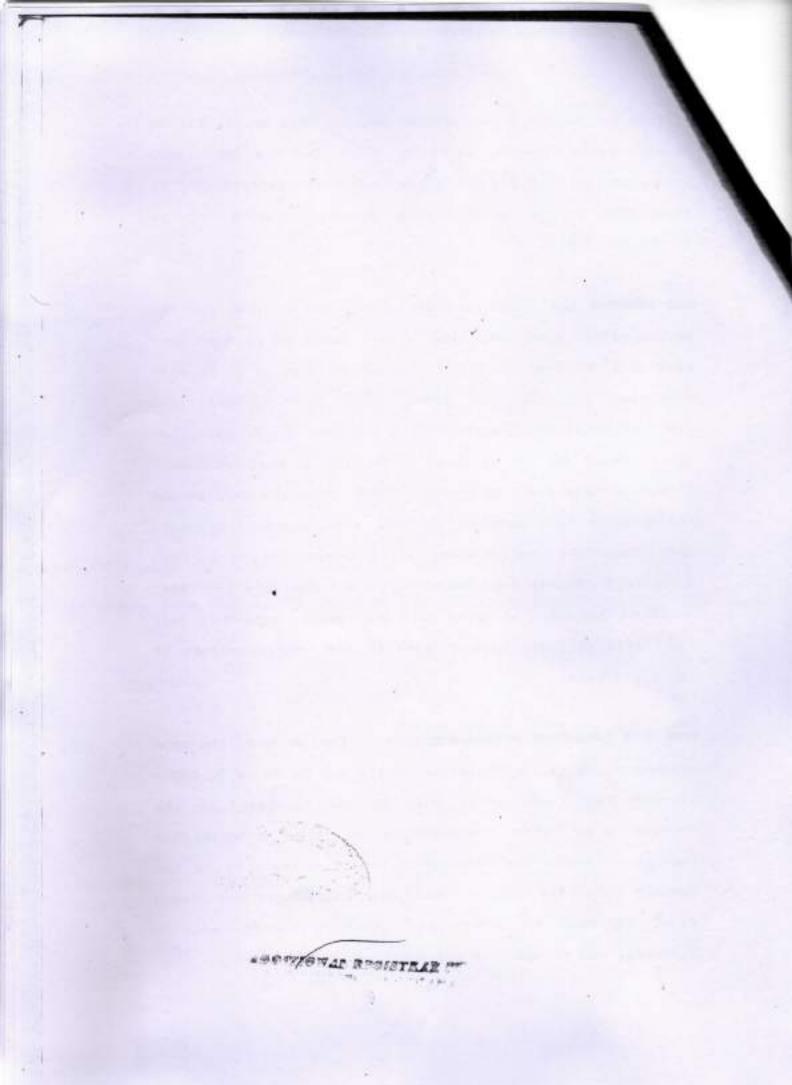
AND WHEREAS All that undivided (1/2th) share or part of land measuring 3(three) Cottah 4.6 chittaks more or less with structure thereon, one pucca roof, all fittings and fixtures being south-east part of premises No. 1, Jahar Lal Dutta Lane, Police Station - Ultadanga, Post office - Ultadanga Main Road, Calcutta - 700067 had already been



Registered through a conveyance deed in Book No.-1, Volume No.-62, Pages 205-216, being No. 2138, for the year -2000 before the Ld. A.D.S.R.O. Sealdah and 24 Parganas(south) on 26.10.1999.by the Vendors unto and in favour of the Purchaser herein.

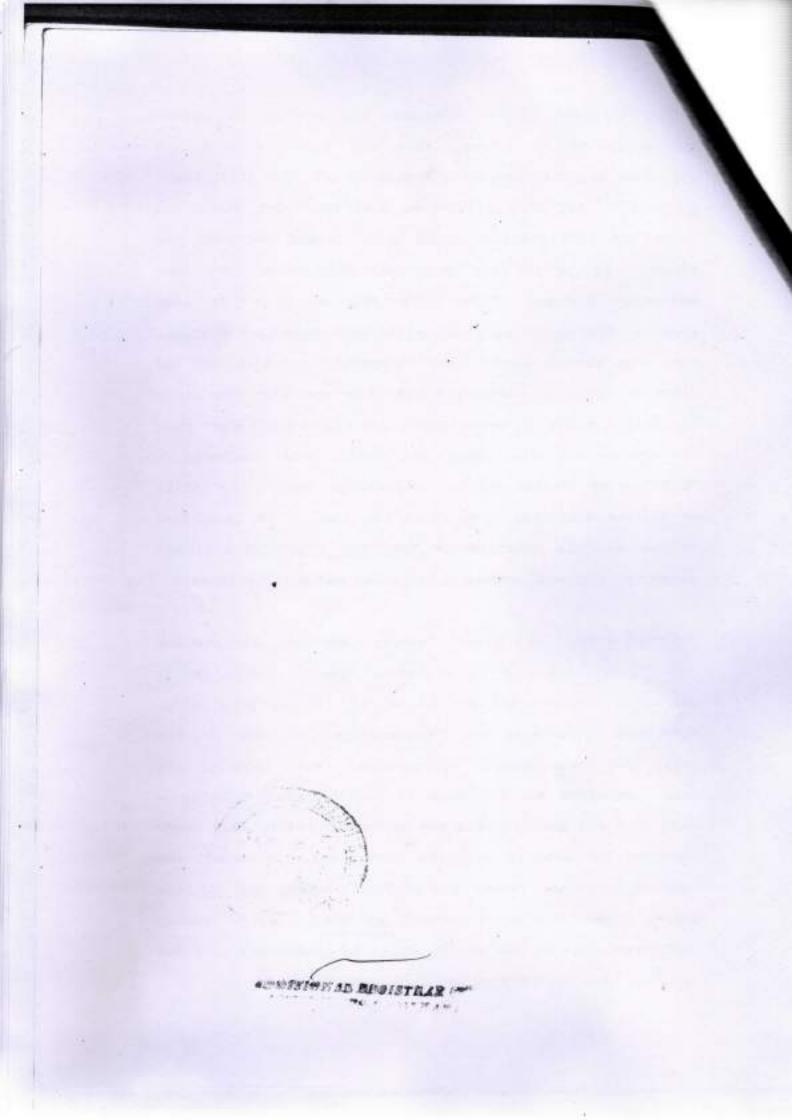
AND WHEREAS the Purchasers are interested to purchase the remaining All that undivided (1/2th) share or part of land measuring 3(three) Cottah 4.6 chittaks more or less with structure thereon, one pucca roof, all fittings and fixtures being south-east part of premises No. 1, Jahar Lal Dutta Lane, Police Station - Ultadanga, Post office - Ultadanga Main Road, Calcutta - 700067 from the Vendors and the Vendors have agreed to sell the aforesaid property free from all encumbrances at a consideration of Rs. 4,00,000/- (Rupees Four Lakhs only) and the said purchaser accepted the offer as marketable one and has agreed to sell the said property with tenants to the said purchaser at the above price.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 4,00,000/(Rupees Four Lakhs only) paid by the Purchaser to 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 remaining undivided one-half (1/2) share or part of All that structure, erections with piece and parcel of land whereon or on part whereof the same are situated having an area by actual measurement of land measuring 3(three) Cottah 4.6 chittaks more or less together with brick wall and a tin shed structure thereon, one room having pucca roof alongwith 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 Dutta Lane, Calcutta -700067, under Police Station - Ultadanga, within the limits of Kolkata 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, path, passages, sewers, drains, walls and water courses and all manner of rights, privileges, easements, advantages and appurtenances whatsoever to the said land hereditaments and premises being part of the said premises No. 1, Jahar Lal Dutta Lane, Calcutta. -700067 or any part thereof now or hereto before were used, occupied or enjoyed and the 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

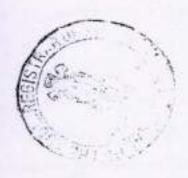


TO HAVE TO HOLD the property unto the and to the use of the purchaser absolutely and forever and the Vendors do hereby covenants with the purchaser that Notwithstanding any act or deed or thing whatsoever, the Vendors or any one of them done, executed or knowingly suffered to the contrary the Vendors are now lawfully and rightfully and absolutely seized and possessed of/or and otherwise well and sufficiently entitled to said property being part of the premises No. 1, Jahar Lal Dutta Lane, Calcutta - 700067, 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, charges, condition, use, trust or any other thing whatsoever to alter, defeat, encumber, or make void the same AND THAT Notwithstanding any such act or deed or thing whatsoever as aforesaid, the Vendors have now good rightful power and absolute authority to grant, convey and transfer the said property free from all encumbrances 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 enjôy 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 and equitably claiming from under or in trust for the Vendors or their predecessors-in-interest AND FURTHER that the Vendors and all person or persons lawfully and 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 whatscever for further better and more perfectly assuring the said property and every part thereof unto and to use the of the purchaser in manner aforesaid as shall 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 that there is no impediment in the matter of transferring the said property to the purchaser and further



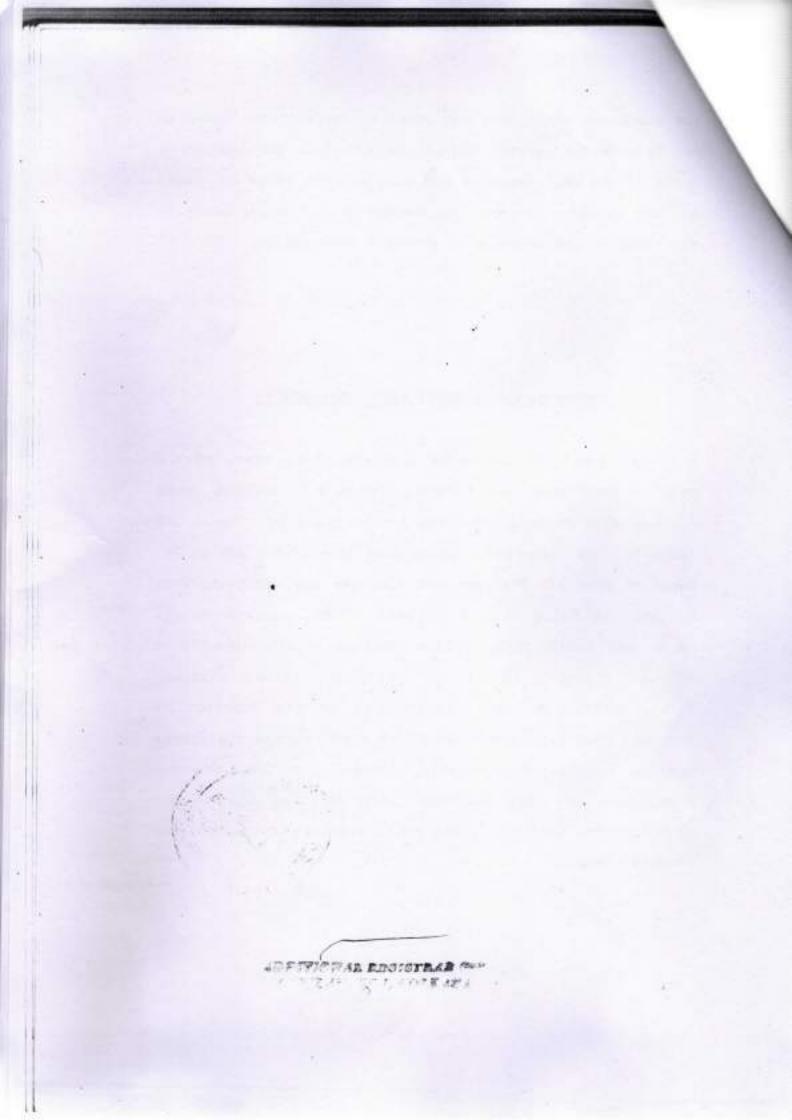
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the purchaser shall have the right to record their names in the Assessment Register of Kolkata Municipal Corporation as owner of the said property and will pay the rates and taxes and the Vendors handover the documents to the purchaser as described in the schedule of property hereinbelow.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

All that remaining undivided one-half (1/2) share of the Plot of land measuring 3(three) Cottah 4.5 chittaks more or less with structure thereon having brick built wall and Tin roof, one room having pucca roof admeasuring 228 sq ft. together with all fittings and fixtures and right thereto, situated at being south-east part of at premises No. 1, Jahar Lal Dutta Lane, Police Station - Ultadanga, Post office - Ultadanga Main Road, Calcutta - 700067, Ward No. - 13, Kolkata Municipal Corporation in the District 24 Parganas (south) together with the right to use the common passage and all other rights, easement, drains, sewerage pipe, line and Electric Meter with fittings thereto and also together with the right to realise the rents from the tenants therein.

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BUTTED AND BOUNDED AS FOLLOWS : -

ON THE NORTH BY: Plot No. 'C' (Part of premises No. 1,

Jahar Lal Dutta Lane, Calcutta
700067, allotted to Chirajit Kumar

Paul)

ON THE SOUTH BY : Jahar Lal Dutta Lane

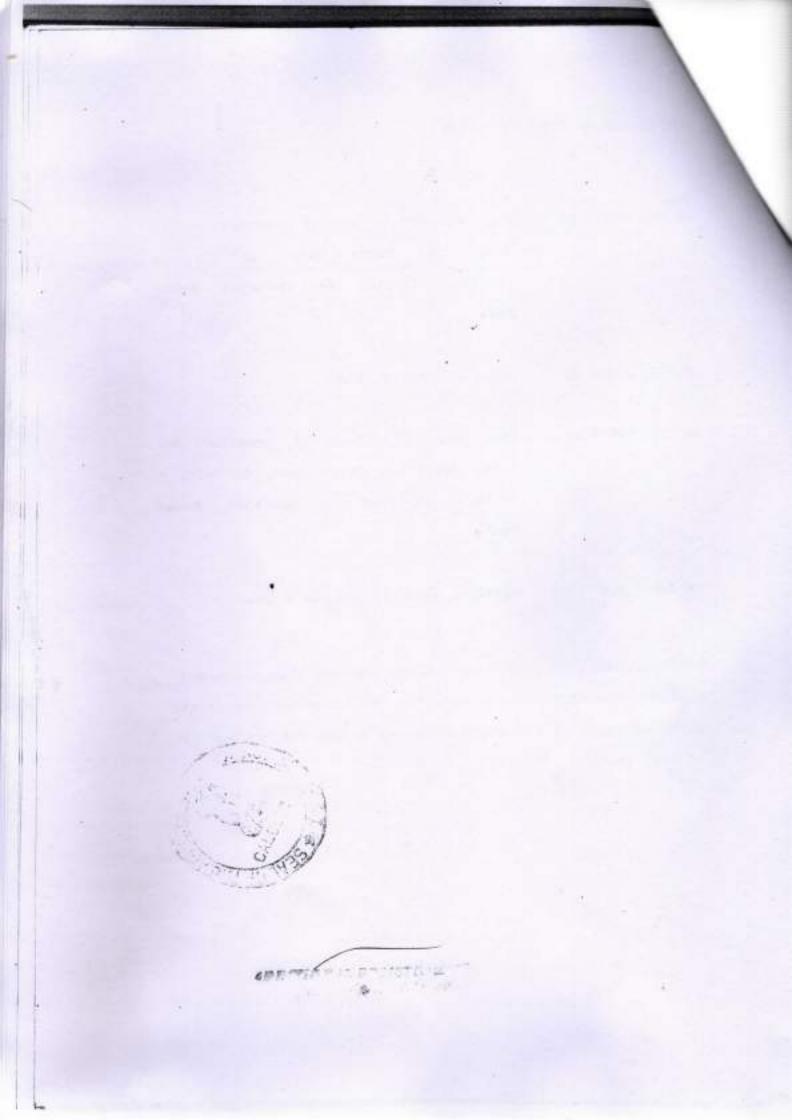
ON THE WEST BY: Plot No. 'C'(Part of premises No.

1/1A, Jahar Lal Dutta Lane, Calcutta
700067, allotted to Chirajit Kumar

Paul)

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

Above property is delineated in the annexed Plan bordered BLUE and marked as plot - 'D'. All that remaining undivided one-half share of the above property is the subject matter of this Deed.



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 the presence of : -

WINESSES : -

1. Sandipan fuhe storreste High Court, Calcutta Res 220/1. France Univer Shah Read, Kolleat-Jerocys Shyamal Raul.

Mala Saha

2 Depatrata Sarkar.

Advorde

High Conort, Carantha

Res - 75 Serepentine dans

Calcutta - 700014.

VENDORS



ABBITIONAL BEGISTRAR -

SCHEDULE OF DOCUMENTS (HANED OVER TO THE PURCHASER BY THE VENDORS)

 Photo Xerox Authenticated Documents as true copies of final compromise Decree dated 22.09.1997 with Partition Plan passed by the Ld. Asst. District Judge (Sr. Division) at Sealdah in Title Suit No. 70/1997.

Santi Ranjan Paul Plaintiff
Versus

Chirajit Paul & Ors. Defendant.

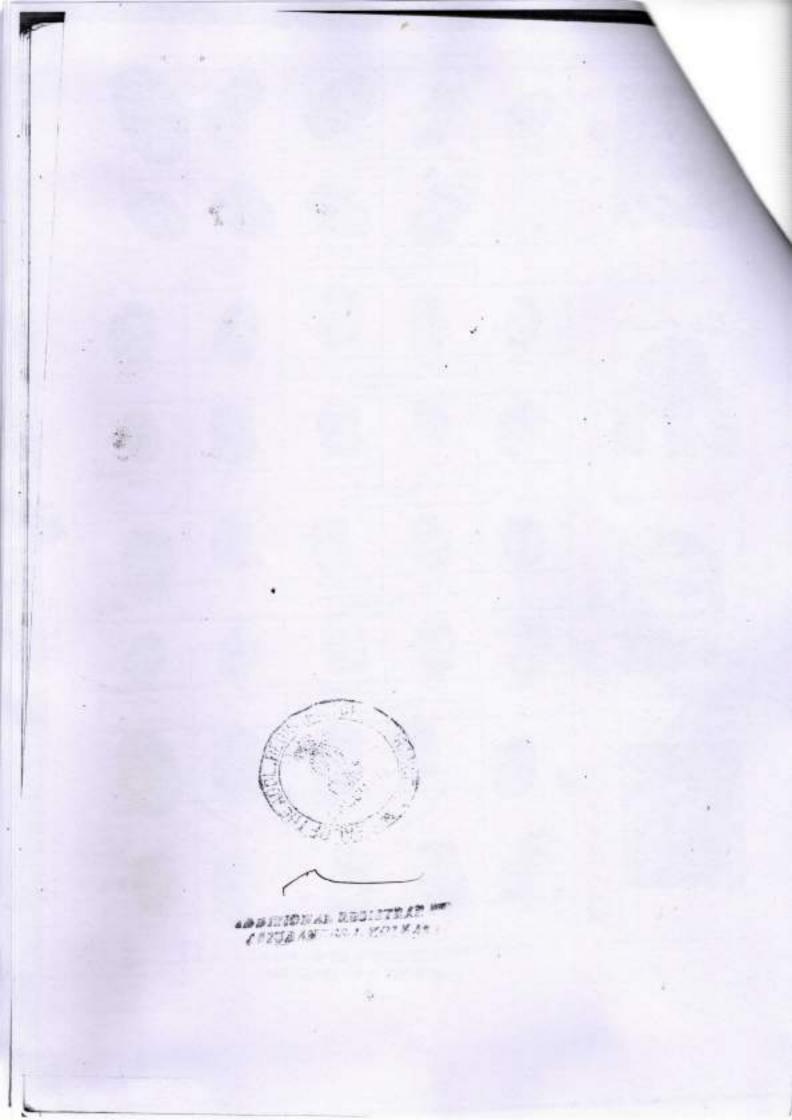
- Tax Receipt granted by Kolkata Municipal Corporation in respect of the said premises - (Xerox copy)
- 3. Electric Bills
- 4. Counter part of the Rent Book.



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PLAN OF PLOT NO. D' PLOT NO.C. AREA: 4K-9CH. PREMISES NO.1 JAHAR LAI DUTTA LANE, P.S. ULTADANGA. KOLKATA - 7000 67. ADEAS POSSE 50-5" FEET CORY PREMISESNO. 1/14 (POR) PLOT- D. AREA: 34-4-6CH PLOTING. AGE PRE.NO.1 (POR) -OFFICE SS 10-4" WIDE ENTRANCE OFFICE -29-7" × 12-9" VAHAR. 38-4" CAL DUTTA LANE Thirma but. Shyamal Raul ava choudlury Mala Sala Alaskit ! SIG. OF VENDORS BIG. OF PURCHASER. DKANASY



ACKNOWLEDGEMENT OF RECEIPT/MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned sum by an Account Payee Cheques/Cash drawn by the Partners of the aforesaid Partnership Firm (Purchasers) in favour of aforesaid Vendors as follows: -

12.00		ame of the Bank	Cheque No.	Amount.
				Rs.
1.	16.09.1997	Allahabad Bank (Hatibagan Br.)	131725	10,000/-
2.	23.08.1999	(by cheque)	289910	2,00,000/-
3.	13.12.2000	Do	293716	30,000/-
4.	25.09.2002	Do	248777	25,000/-
5.	29.01.2005	By cash		10,000/-
	2005	n. Chapti	e 258980	1,25,000/-
6.	22.00.00			

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TOTAL Rs. 4,00,000/-

(RUPEES FOUR LAKHS ONLY)

Shyamal Paul

Mala Soha

Drafted and Prepared By me:-

Sandipan Guha Advocate

High Court, Calcutta.

Sendyan July shorente

Debabrata Sarckar. Advocate

1300

LGD IN DOK NO ... --AGE NO 1 +0

28/06/06

ARRITHMAN ABBISTRAL

28/06/06