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Certified that the Document is in conformity with the Register. The Signatures and Seals and endorsemments attached to this document are the part of this Document.

15/1/15
 Judicial Registrar
 of Assamchowli, Kolkata

Advt. Registrar of Assamchowli
 Kolkata

THIS INDENTURE OF CONVEYANCE made this the 14th day of January
 Two Thousand and Fifteen

BETWEEN

High Court Original Side
 Suit No. 23 of 185
 Exhibits 100 to 109
 Date 20/1/16
 Court Seal

138424

Pawan Properties

1079

NAME	S. P. Sarani
ADD.	
Rs.	
13 JAN 2015	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kolkata	

17-17

13 JAN 2015



Deobrat Upadhyay
DEOBRAJ UPADHYAY
 Advocate
 High Court, Calcutta

**ADDITIONAL REGISTRAR
 OF ASSURANCES - II, KOLKATA**
 14 JAN 2015

1(a) RADHA DEVI AGARWAL, widow of Late Biswanath Agarwal alias Dhanania, 1(b) PAWAN DHANANIA, son of Late Biswanath Agarwal, alias Dhanania 1(c) SHRI ANIRUDH DHANANIA, son of Late Biswanath Agarwal alias Dhanania, . (1d) SMT. MADHU DHANANIA, wife of Anirudh Dhanania, all are residing at 1, Lord Sinha Road, Kolkata-700 071, P.S. : Shakespeare Sarani , (1e) SMT. SANGEETA GUPTA, wife of Sri Vinod Gupta, residing at South City Tower No. III, Flat No.13A, Prince Anwar Shah Road, Kolkata-700 068 P.S. : Jadavpur, hereinafter referred to as the **"VENDORS NO.1"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, successors in interest and/or assigns) (2) **MRS. VIDYA DEVI CHAMARIA**, wife of Hanuman Prasad Chamaria, residing at Space Town Housing Complex, Block-2, Flat No.3E, V.I.P. Road, Kolkata-700059, P.S. : Baguihati , hereinafter referred to as the **"VENDOR NO.2"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, successor in interest and/or assigns) **A N D** (3) **MRS. RAJ AGARWAL** alias Ranilawala, wife of Pawan Kumar Agarwal, residing at 42A, Harish Mukherjee Road, Kolkata-700 025 P.S. : Bhawanipore , hereinafter referred to as the **"VENDOR NO.3"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, successor in interest and/or assigns) and collectively referred to as the **"VENDORS"** of the **FIRST PART** : And on their failure to execute the



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

Deed of Conveyance are represented by Mr. SUROJIT ROY CHOWDHURY, Advocate, Special Officer appointed by the order dated December 11, 2014 in E.C. No. 593 of 2014 ; enclosed herewith as marked "A"

A N D

PAWAN PROPERTIES, a partnership firm duly registered under the Indian Partnership Act, 1932 carrying on business and/or having its Office at No.46, Shakespeare Sarani, Kolkata-700 017, P.S. - Shakespeare Sarani, having its Income Tax PAN No. **AAKFP5902E** represented by its one of the Partner namely **MR. SHYAM SUNDAR NANGALIA**, son of Late Bhuramull Nangalia, aged about 64 years, by faith - Hindu, by occupation - Business, residing at 32C, New Road, Block - "B", 3rd Floor, Kolkata-700 027, P.S. - Alipore, having his Income Tax Pan No. **ABUPN8177A** hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART** :

W H E R E A S :

In this Deed wherever the context so permits the Vendors No.1, Vendor No.2 and Vendor No.3 are collectively referred to as the Vendors.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

- A. By a Deed of Conveyance dated May 6, 1957 duly registered at the office of the Registrar of Assurance, Kolkata in Book No.1, Volume No.56, Pages 117 to 123, being No.1558 for the year 1957, Shankar Lal Agarwal, Ramji Das Agarwal, Dinanath Agarwal and Harkishan Das Agarwal (hereinafter collectively referred to as the ORIGINAL OWNERS), jointly purchased from one Md. Gul Saigal & Ors. all that the Municipal premises No.46A and 46B, Theatre Road, now known as 46, Shakespeare Sarani, Kolkata – 700 017, morefully described in the First Schedule hereunder written and hereinafter referred to as the said "Premises" each of the said original owners having acquired an undivided one fourth equal shares or interest into or upon the said Premises.
- B. Shankarlal Agarwal the predecessor in interest of the Vendors thus became the owner of one fourth share in the said premises and continued to remain the owner thereof until the time of his death as recited hereinafter.
- C. The Purchaser herein agreed to purchase and acquire the said Premises for causing a new building to be constructed thereat and the said Original Owners agreed to sell and transfer the said Premises unto and in favour of the Purchaser herein for the consideration and on the terms and conditions contained and recorded in an agreement dated October 13, 1982 (hereinafter referred to as the SAID AGREEMENT) which was registered at the



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 JAN 2015

office of the Registrar of Assurances, Calcutta in Book No.1, Volume No.94, Pages 113 to 126, Being No.1285 for the year 1983.

- D. Certain disputes had arisen between the said original owners and the Purchaser herein, the Purchaser filed a suit being C.S. No.619 of 1985 in the Hon'ble High Court at Calcutta against the said Original Owners inter-alia for specific performance of the said Agreement dated October 13, 1982 and for other consequential reliefs (hereinafter referred to as the Purchaser's Suit).
- E. During the pendency of the said Purchaser's suit, the said Shankar Lal Agarwal died intestate on May 28, 1994 and his wife Smt. Kalavati Debi also died intestate on January 6, 1995 leaving them surviving their three sons namely (1) Bishwanath Agarwal alias Dhanania (2) Youdhister Kumar Agarwal alias Dhanania and (3) Vijay Dhanania and four married daughters namely (1) Mrs. Vidya Devi Chamaria (2) Mrs. Premlata Agarwal (3) Mrs. Urmila Agarwal and (4) Mrs. Raj Agarwal alias Ranilawala as their only heirs.
- F. Upon the death of said Shankar Lal Agarwal and his wife Smt. Kalavati Devi as mentioned above their children namely Bishwanath Agarwal, Youdhister Agarwal, Vijay Dhanania, Smt. Vidya Devi Chamaria, Smt. Urmila Agarwal alias Ranilawala, Smt. Prem Lata Agarwal and Smt. Raj Agarwal alias Ranilawala thus became entitled to the undivided one fourth share or interest into or upon the said Premises belonging to and/or held by the said late Shankar Lal



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

Agarwal, each one of them being entitled to undivided 1/28th share or interest into or upon the said Premises subject to the said Agreement dated 13th October, 1982 and as such they were substituted in the said Purchaser's Suit in the manner following :

Name of heirs of the Sankarlal Agarwal **Substituted defendants**
in Suit No. 619 of 1985

Biswanath Agarwal alias Dhanania	1A
Youdhister Kumar Agarwal @ Dhanania	1B
Vijay Dhanania	1C
Smt. Vidya Devi Chamarla	1D
Smt. Premiata Agarwal	1E
Smt. Urmila Agarwal	1F
Smt. Raj Agarwal	1G

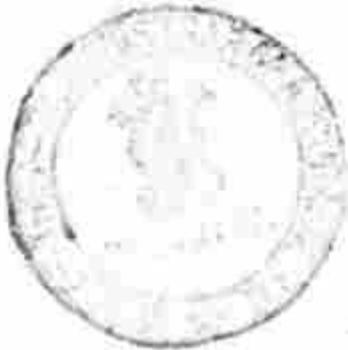
- G. During the pendency of the said Purchaser's Suit one of the other Original Owners namely Ramji Das Agarwal (since deceased) being owner of undivided one fourth share or interest into or upon the said Premises filed a suit being C. S. No. 148 of 2002 in the Hon'ble High Court at Calcutta impleading the said seven heirs of Late Shankar Lal Agarwal as defendants Nos.3 to 9 in the said suit *inter alia* for a declaration that the said Ramji Das Agarwal (since deceased) the plaintiff was entitled to an undivided 1/4th share or interest into or



ADDITIONAL REGISTRAR
OF ASSURANCE - II, KOLKATA
14 JAN 2015

upon the said premises, and the defendant No.1, Dinanath Agarwal was entitled to 1/4th share, the defendant No.2 Harkishan Das Agarwal was entitled to 1/4th share and the heirs of Late Shankar Lal Agarwala being the defendant Nos.3 to 9 therein were jointly entitled to 1/4th share in the said premises, partition and for other consequential reliefs (hereinafter referred to as the Partition Suit).

- H. The said Dinanath Agarwal and Harkishan Das Agarwal two of the original owners along with the heirs of Late Ramjidas Agarwal being Smt. Narayani Devi Dhanania and his five sons namely (1) Rajendra Prasad Dhanania, (2) Hari Ratan Dhanania, (3) Surendra Dhanania, (4) Ashok Dhanania alias Agarwal, (5) Rajesh Dhanania and three married daughters namely (1) Smt. Darshana Agarwal, (2) Smt. Saroj Khemka, (3) Smt. Sumitra Surekha and the said Vijay Dhanania, Premlata Agarwala, Raj Agarwal being some of the heirs of Late Shanker Lal Agarwal being jointly entitled to undivided 26/33rd share or interest into or upon the said Premises decided to settle the said Purchaser's Suit by transferring their respective right title interest into or upon the said Premises in favour of the Purchaser and as such the Terms of settlement to be filed in the said Purchaser's Suit was prepared and filed on November 25, 2003 in the said Purchaser's Suit. The purchaser herein paid the consideration money to the consenting defendants as specified in the terms of settlement whereupon the consenting defendants made



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

over physical possession of the vacant area at the back side of the said premises to the purchaser.

- I. Accordingly the said Terms of Settlement was filed in the said Purchaser's Suit in the Hon'ble High Court, Calcutta being C.S. No. 619 of 1985 and upon service of notice to all concerned parties including the non consenting defendants and after hearing the parties in extenso, a decree dated 29th July, 2004 was passed in terms of the said Terms of Settlement and in terms of the said Decree the full amount agreed to be paid by the Purchaser in terms of the said Terms of Settlement was duly paid.
- J. The said Decree inter alia provides as follows :
 - i) The contesting defendants hereby declare and confirm that the Development Agreement dated 13th October, 1982 in respect of Premises No.46 Shakespeare Sarani, Kolkata is valid, conclusive and binding on the parties. It is also hereby recorded that the area of the premises as recorded in the plan annexed to the development agreement is the correct area;
 - ii) Ramji Das Agarwal, defendant No.2 since deceased, has filed a suit being C.S. No. 148 of 2002 (Ramjidas Agarwal Vs. Dinanath Agarwal & Ors.) for declaration that the said



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

Ramjidas Agarwal is entitled to the 1/4th share in the premises No.46, Shakespeare Sarani, Kolkata (hereinafter referred to as the said PREMISES);

iii) It was also recorded that the consenting defendants had made over possession of the vacant area in the said premises.

K. On May 6, 2005 a preliminary decree was passed in the said Partition Suit declaring the shares of each of the original owners namely Ramji Das Agarwal, Dinanath Agarwal and Harkishan Das Agarwal and the heirs of Late Shankar Lal Agarwalla at one fourth share each and a Commissioner of Partition was appointed by the Hon'ble High Court, Calcutta for partitioning the said premises by metes and bounds.

L. Prahlad Rai Dhanania one of the heirs of Ramjidas Agarwal filed an appeal from the said decree dated July 29, 2004 which was disposed off by an order dated November 2, 2008 ~~interalia~~ holding that the rights of the parties will be created upon execution and registration of the deeds of Conveyance in accordance with the terms of settlement.

M. In pursuance of the said Decree dated 29th July, 2004, the heirs of Late Shankarlal Agarwal namely (1) Vijay Dhanania, (2) Premlata



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

Agarwal (3) Raj Agarwal alias Ranilawala, transferred their respective right title interest into or upon the said Premises unto and in favour of the Purchaser by various registered deeds of conveyances brief details whereof are as follows :

<u>Sl. No.</u>	<u>Name of the Vendor</u>	<u>Deed of Conveyance Dated</u>	<u>Registration Details</u>
1.	(i) Vijay Dhanania	03.05.2012	Book No.I, Vol. No.21, Pages 529 to 5316, Being No. 5358/2012.
	(ii) Mrs. Premlata Agarwal		
2.	Raj Agarwal alias Ranilawala	25.05.2012	Book No.I, Vol. No.25, Pages 3650 to 3669, Being No.6400/2012.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

- N. Upon the sale and transfer as aforesaid by the said (1) Vijay Dhanania, (2) Smt. Premlata Agarwal and (3) Smt. Raj Agarwal alias Ranilawala the remaining heirs of Late Sankar Lal Agarwal continued to hold the balance share or interest in the share of Late Shanker Lal Agarwal into or upon the said Premises as per details given below :

1.	Biswanath Agarwal	1/28 th share	Defendant No. 1A
2.	Youdhister Kumar Agarwal	1/28 th share	Defendant No. 1B
3.	Mrs. Vidya Devi Chamaria	1/28 th share	Defendant No. 1D
4.	Mrs. Urmila Agarwal alias Ranilawala	1/28 th share	Defendant No. 1F
5.	Mrs. Raj Agarwal alias Ranilawala	1/42 th share(1/28 th share-1/84 th share transferred earlier)	Defendant No. 1G

- O. The aforesaid remaining heirs of Late Sankar Lal Agarwal namely (1) Biswanath Agarwal alias Dhanania, (2) Youdhister Kumar Agarwal alias Dhanania, (3) Mrs. Vidya Devi Chamaria, (4) Mrs.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2018

Urmila Agarwala alias Ranilawala and (5) Mrs. Raj Agarwal alias Ranilawala have also agreed to sell and transfer - their respective right title interest and/or the entirety of their respective right title interest into or upon the said Premises unto and in favour of the Purchaser herein.

P. Accordingly by a Terms of Settlement also dated 18th March, 2011 the said Biswanath Agarwal alias Dhanania (since deceased) and Smt. Raj Agarwal alias Ranilawala also agreed to sell and transfer the entirety of their respective right title interest into or upon the said Premises which included the area in the new building to be allocated to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated 13th October, 1982 and the said Vidya Devi Chamaria alongwith Biswanath Agarwal alias Dhanania (since deceased) agreed to sell and transfer her undivided 1/42th share or interest out of her 1/28th share or interest into or upon the said Premises which included the area in the new building to be allocated to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated 13th October, 1982 for the consideration and subject to the terms and conditions contained and recorded in said said Terms of Settlement.

Q. By another Terms of Settlement dated 18th March, 2011 filed in the said Purchaser's suit, the said Youdhister Kumar Agarwal alias



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ADDITIONAL REGISTRAR
OF ASSURANCES - N. Noida
14 JAN 2015

Dhanania and Smt. Urmila Agarwala alias Ranilawala had agreed to transfer the entirety of their respective right title interest into or upon the said Premises which included the area in the new building to be allocated to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated 13th October, 1982 and the said Vidya Devi Chamaria agreed to sell and transfer her remaining 1/84th share or interest out of her 1/28th share or interest into or upon the said Premises which included the area in the new building to be allocated to the share of Late Shankar Lal Agarwal in terms of the said Agreement dated 13th October, 1982 for the consideration and subject to the terms and conditions contained and recorded in the said Terms of Settlement.

- R. By and under the Terms of Settlement as recited hereinabove the said Bishwanath Agarwal alias Dhanania since deceased and Smt. Raj Agarwal alias Ranilawala had agreed to sell and transfer the entirety of their respective right title interest and Smt. Vidya Devi Chamaria had agreed to sell and transfer 1/42nd share or interest into or upon the said premises as stated hereinabove and recorded in the said Terms of Settlement dated 18th March, 2011 for a monetary consideration of Rs.2,00,00,000/- (Rupees two crores only) and also the allocated area of 2450 sq.ft. of super built up area on any floor of the new building to be constructed at the said Premises alongwith two car parking spaces (hereinafter referred to



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

as the ALLOCATED AREA) in terms of the Agreement dated 13th October, 1982.

- S. The said monetary consideration in terms of the said Terms of Settlement enclosed herewith as marked "B" was apportioned between Bishwanath Agarwal alias Dhanania since deceased, and Smt. Vidya Devi Chamaria, Smt. Raj Agarwal alias Ranilawala in the manner following :

(i)	Bishwanath Agarwal alias Dhanania, since deceased.	...	Rs.	85,71,428.00
(ii)	Smt. Vidya Devi Chamaria..	...	Rs.	57,14,286.00
(iii)	Smt. Raj Agarwal alias Ranilawala	...	Rs.	57,14,286.00
		...	Rs.	<u>2,00,00,000.00</u>

- T. The said allocated area in the said new building was to be apportioned and shared by the said Bishwanath Agarwal alias Dhanania, Smt. Vidya Devi Chamaria and Smt. Raj Agarwal alias Ranaliwala in the manner following :

- i) Bishwanath Agarwal alias Dhanania -1050sq.ft. (super built-up) together with one car parking space;



ADDITIONAL REGISTRAR -
BURDWAN, WEST BENGAL, KOLKATA
14 JAN 2015

- ii) Smt. Vidya Devi Chamaria - 700 sq.ft. (super built-up) together with one car parking space;
- iii) Smt. Raj Agarwal alias Ranilawala - 700 sq.ft. (super built-up)

U. The said two Terms of Settlement as hereinbefore mentioned were filed in the said Purchaser's Suit vide petition being G.A. Nos. 853 of 2011 and 854 of 2011 in the Hon'ble High Court, Calcutta and upon service of notice to all parties in the said Purchaser's suit, a Decree was passed on 23rd March, 2011 (hereinafter referred to as the said DECREE).

V. After passing of the decree dated March 23, 2011 the said Biswanath Agarwal died on April 10, 2013 leaving behind him the following heirs :

- (a) Radha Devi Agarwal - Widow;
- (b) Pawan Dhanania - Elder Son;
- (c) Anirudh Dhanania - Second son;
- (d) Sangeeta Gupta - Daughter;

The Vendor No.1C informed the purchaser that the said Biswanath Agarwal alias Dhanania left behind a Will dated March 31, 2004 whereby and wherein he bequeathed his right, title and interest in



OFFICIAL REGISTRAR
SERV/ACB-11, KOLKATA
14 JAN 2015

the said property to the following persons and in the following shares

- a) Radha Devi Agarwal - Life interest
- b) Pawan Dhanania - 1/3rd share
- c) Anirudh Dhanania - 1/3rd share
- d) Madhu Dhanania - 1/3rd share

The Executor named in the said Will dated March 31, 2004 has applied for grant of probate of the said Will. The said Will has not been probated till date. Although Smt. Sangeeta Gupta has not been bequeathed any share in the estate of Late Biswanath Agarwal alias Dhanania, she has been made party to the Deed of Conveyance so that in the event probate of the said Will is not granted, the said Sangeeta Gupta along with other heirs of Biswanath Agarwal alias Dhanania would be entitled to 1/4th share in the said premises which she is relinquishing in favour of her mother Radha Devi Agarwal and her two brothers namely Pawan Dhanania, and Anirudh Dhanania in equal shares. who are hereby transferring their respective shares so transferred by Sangeeta Gupta.

By the said Will Late Biswanath Agarwal alias Dhanania had inter alia directed that the life interest of his wife Radha Devi Agarwal in respect of 1/3rd portion of his right, title and interest in the said



ADDITIONAL REGISTRAR
INSURANCE-II, KOLKATA

14 JAN 2015

premises shall devolve equally upon Anirudh Dhanania and Smt. Madhu Dhanania. However in the event said will is not probated, Smt. Radha Devi Agarwal would be entitled to 1/4th share in the said premises upon intestate and she is transferring, relinquishing all her right, title or interest in the said premises to the purchaser herein for the consideration mentioned herein.

In case the will is probated Madhu Dhanania shall be entitled to 1/3rd portion of the right, title and interest of Late Bishwanath Agarwal alias Dhanania in the said premises and in that event she relinquishes her share in favour of her husband Anirudh Dhanania who has agreed to transfer the same in favour of the Purchaser and hereby transfers the same in favour of the Purchaser.

W. SHRI YODHISTER KUMAR AGARWAL alias DHANANIA, was holding possession of portions of the said premises for and on behalf of himself and others heirs of Shankar Lal Agarwal being the portion of ground floor of the constructed area and some other portions as earmarked by the Learned Receiver appointed in the Partition suit in the meeting held on February 28, 2011 in the map or plan annexed to the minutes of the said meeting a copy whereof along with the plan is annexed hereto and marked as Annexure ^C ~~B~~. As per the said Terms of Settlement and the decree it was interalia recorded and declared that Sri Youdhister Kumar Agarwal alias

PAWAN PROPERTIES
Pawan



ADDITIONAL REGISTRAR
CITY OFFICE/NCER-II, KOLKATA
14 JAN 2015

Dhanania shall at and from the day of the said Terms of Settlement hold various portions in his occupation at the said Premises in trust and for the benefit of the Purchaser and that he will deliver the same in vacant condition to the Purchaser above named, without demur or raising objection. The said Youdhister Kumar Agarwal alias Dhanania also gave an undertaking to the Hon'ble High Court not to part with possession except in favour of the Purchaser herein and/or create any third party interest in respect of the portions in his occupation at the said Premises.

- X. In terms of the said decree and the terms of settlement, the purchaser undertakes to handover possession of the constructed area to the vendors in the new building to be constructed by the purchaser at the said premises after receipt of possession of the entirety of the said premises free from all encumbrances and within three years upon sanctioning of the building plan.
- Y. The purchaser has paid a further sum of Rs.25,00,000/- to Late Biswanath Agarwal alias Dhanania vide Cheque No.764912 dated 04.06.2012 for Rs.25,00,000/- and Rs.5,00,000/- vide Cheque No.515954 dated 27.01.2011 and Rs.7,50,000/- vide Cheque No. 764913 dated 04.06.2012 to Pawan Dhanania Vendor No.1(b) aggregating to Rs.12,50,000/-. The said Pawan Dhanania has refunded the sum of Rs.12,50,000/- along with interest at the rate of



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

10% per annum compounded yearly. The payment of Rs.25,00,000/- shall be refunded by the Vendor No.1 along with the compounded interest @ 15% per annum, before receipt of constructed area.

- Z. The entirety of the aforesaid consideration amount of Rs.2,00,00,000/-(Rupees Two Crores only) as stated in the said terms of settlement, has been paid by the purchaser (details whereof will appear from the Memo of Consideration hereunder written) towards the full consideration for transfer of the portion of the premises being the subject matter of this deed of Conveyance with intent and object that the vendors shall cease to have any right, title, interest claim or demand into or upon the said premises and/or any new building and/or buildings to be constructed thereat, save and except the right to receive the constructed area.
- AA. The Vendors has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire ALL THAT the undivided 1/12th share or interest and/or the entirety of the right title interest of the Vendors into or upon the said Premises and/or the entirety of their right or claim under the said Decree dated 23rd March, 2011 at and for an aggregate consideration of Rs.2,00,00,000/-(Rupees Two Crores only) subject to the terms and conditions hereinafter appearing.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

BB. The Vendors despite having agreed to convey their 1/12th share in the said premises to the purchaser and despite having received the agreed consideration of Rupees two Crores refused to execute the Deed of Conveyance. Accordingly the purchaser filed an application before the Hon'ble High Court at Calcutta for execution of the said Decree dated March 23, 2011 being E.C.No.593 of 2014 whereupon by an Order dated December 11, 2014 the Hon'ble High Court had directed the Vendors to execute the Deed of Conveyance within 10 days from the date of communication of the Order and in default Mr. Surojit Roychowdhury, Advocate was appointed as Special Officer to execute the Deed of Conveyance.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :

- I. THAT in consideration of the said Agreement dated October 13, 1982 AND in further consideration of the Terms of Settlement dated March 18, 2011 and the said Decree dated March 23, 2011 and in further consideration of a sum of Rs.2,00,00,000/- (Rupees Two Crores only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors (the receipt whereof the



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

Vendors doth hereby and also by the receipt hereunder doth admit and acknowledge to have been received) out of which a sum of Rs.85,71,428/- (Rupees Eighty Five Lacs Seventy One Thousand Four Hundred Twenty Eight only) has been paid by the Purchaser to the said Biswanath Agarwal alias Dhanania (since deceased) and a sum of Rs.57,14,286/- (Rupees Fifty Seven Lakhs Fourteen Thousand Two Hundred and Eighty Six) only has been paid by the Purchaser to the Vendor No.2 namely Mrs. Vidya Devi Chamaria (the receipt whereof the Vendor No.2 doth hereby and also by the receipt hereunder doth admit and acknowledge to have been received) and a sum of Rs.57,14,286/- (Rupees Fifty Seven Lakhs Fourteen Thousand Two Hundred Eighty Six) only has been paid by the Purchaser to the Vendor No.3 namely Mrs. Raj Agarwal alias Ranilawala (the receipt whereof the Vendor No.3 doth hereby and also by the receipt hereunder doth admit and acknowledge to have been received) thus aggregating to Rs.2,00,00,000/- (Rupees Two Crores only) **AND** in further consideration of the purchaser undertaking to handover possession of the constructed area to the respective parties as mentioned in paragraph T above in the new building to be constructed at the said premises having a super built up area of 2450 sq.ft. be the same a little more or less along with parking space for two cars to the vendors in terms of the said decree dated March 23, 2011 upon receipt of the sum of Rs.25,00,000/- (Rupees twenty five) only along with interest thereon the vendor



ADDITIONAL REGISTRAR
OF ASSISTED INDUSTRIES, KOLKATA
14 MAY 2015

doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser, the Vendors and each one of them doth hereby sell transfer convey assure and assign and deliver possession of their respective undivided share unto and in favour of the Purchaser **ALL THAT** their respective shares aggregating to the undivided 1/12th share or interest into or upon **ALL THAT** the Municipal Premises No.46, Shakespeare Sarani, P.S. - Shakespeare Sarani, Kolkata-700 017 (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and/or the entirety of the right title interest of the Vendors into or upon the said Premises (hereinafter referred to as the said **UNDIVIDED SHARE**), free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever and howsoever **TO HOLD** the said **UNDIVIDED SHARE** unto and to the Purchaser absolutely and forever **TOGETHER WITH** the full and free right of way for the Purchaser and his servants, agents, officers, workmen, visitors, customers and assigns at all times and for all purposes with or without car, motors and vehicles to pass and re-pass over and along the said Premises and/or undivided share or otherwise the said messuage, tenements land, hereditaments and premises belonging to or in any wise appertaining to or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the easements rights attached therewith **AND** the reversion or reversions remainder or remainders and the rent issues and profits thereof and every part



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 JAN 2015

or remainders and all the rents issues and profits of the said premises and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendors into or upon and in respect of the said Undivided Share or any and every part thereof herein comprised and hereby sold granted and transferred Together with all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said Undivided Share and/or the said Premises or any part or portion thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors and/or Owner or any person or persons from whom the Vendors can or may procure the same without any action or suit both at law or in equity **TO HAVE AND TO HOLD** the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lispendens whatsoever **AND** further all rights, title, interest of the vendors in the Agreement dated October 13, 1982 stand extinguished in terms of the decree dated March 23, 2011.

ADDITIONAL REVENUE
ASSURANCE
MAY 2015



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 JAN 2015

- II. **AND** the Vendors do hereby covenant with the Purchaser that the Vendors are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the said undivided share and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature **AND** the Vendors do hereby covenant with the Purchaser that the Vendors have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Undivided Share hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors may or can be prevented from granting selling conveying assigning and assuring the said Undivided Share or any part thereof in the manner as aforesaid.
- III. **AND THAT NOTWITHSTANDING** any act deed or things by the Vendors done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 JAN 2015

AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendors now have good right full and absolute power to grant sell convey transfer assure and assign the said Undivided Share hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions as aforesaid **AND THAT** the Vendors have and shall have no objection to the Purchaser being substituted in their place and stead in the partition suit in respect of the said Undivided Share of the Vendors and the purchaser shall be entitled to be substituted in place and stead of the vendors in the partition suit being C.S. No.148 of 2002 in respect of the undivided share of the Vendors.

- IV. **AND** the Vendors have represented that undivided share hereby sold and transferred is free from all encumbrances and that the Vendors are legally competent to sell and transfer the same and the Purchaser shall step into the shoes of the Vendors and shall be entitled to obtain possession of the shares of the Vendors from the other co-owner or from the Commissioner appointed over the suit premises vide order dated May 6, 2005 who was also appointed as Receiver over the suit premises vide order dated February 18, 2011 passed by the Hon'ble High court at Calcutta in C.S. No. 148 of 2002 and receive and take the rents issues and profits thereof without any lawful eviction interruption claims or demands

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust for any of their predecessors in title **AND THAT** the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and dispendens whatsoever suffered or made or liabilities created in respect of the said Undivided Share by the Vendors or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or any of their predecessors in title as aforesaid or otherwise **AND THAT** all rates taxes and other impositions and/or outgoings payable in respect of the said Undivided Share and/or premises relating to the period after the date of execution of the terms of settlement shall be payable by the Purchaser.

- V. **AND THAT** the Vendors never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said lands comprised in the said premises or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 **AND THAT** no



ADDITIONAL REGISTRAR
OF ASSURANCE KOLKATA
14 JAN 2015

certificate proceedings and/or notice of attachment is subsisting under the Income Act, 1961 **AND THAT** no notice, which is or may be subsisting, has been served on the Vendors, Co-Vendors for the acquisition of the said Undivided Share and/or premises or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed there under and the Vendors has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said Undivided Share and/or premises or any part thereof **AND THAT** no other suit and/or proceeding is pending in any court of law affecting the said Undivided Share and/or premises and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever into or upon the said Undivided Share and/or premises or any part thereof from through 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 make do acknowledge and execute all such lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Undivided Share and every part thereof unto and to the use of the Purchaser.



ADDITIONAL REGISTRAR
OF ASSURANCES-KOLKATA
14 JAN 2015

VI. **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any right, title, interest or estate whatsoever into or upon the said Undivided Share and/or premises or any part thereof from through 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 make do acknowledge and execute all such lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Undivided Share and every part thereof unto and to the use of the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(THE SAID PREMISES)

ALL THAT the messuage tenement and hereditaments **TOGETHER WITH** the piece and parcel of revenue redeemed land containing an area of 2 Bighas, 0 Cottahs, 8 Chittacks and 20 sq. ft. (be the same a little more or less) whereon or any part whereof a partly two storeyed and several single storeyed units measuring about 24000 square feet are erected and built being Municipal Premises No.46A and 46B, Theatre Road (now known as premises No.46, Shakespeare Sarani), Kolkata-700 017 within Police Station - Shakespeare Sarani within Ward No. 63 and within the limits of Kolkata Municipal Corporation in the South Division of Kolkata and butted and bounded as follows, that is to say;

ON THE NORTH : By Shakespeare Sarani;



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015

- ON THE SOUTH** : By Premises No.1, Auckland Square;
- ON THE EAST** : By Premises No.48, Shakespeare Sarani
(known as Kala Mandir); and
- ON THE WEST** : Partly by Premises No.44, Shakespeare
Sarani, (IDBI Building) and Partly Premises
No.2, Auckland Square;

OR HOWSOEVER OTHERWISE the said premises butted bounded called known numbered described and distinguished as hereinbefore stated and the situation whereof has been shown and delineated in the map or plan annexed hereto and bordered in RED colour thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID UNDIVIDED SHARE)

ALL THAT the Undivided $\frac{1}{12}^{\text{th}}$ share or interest held by the Vendors being $\frac{1}{12}^{\text{th}}$ share or interest into or upon the said premises (i.e Bastu land - 3.3773 katha, 481 sq. ft. cemented pucca structure on the ground floor, 361 sq. ft. pucca structure on the first floor, 843 sq. ft. cemented tin shed structure on ground floor, 183 sq. ft. cemented tin shed structure on ground floor, 193 sq. ft. cemented tin shed structure on ground floor) more fully and particularly mentioned and described in the First Schedule hereinbefore written and/or the entirety of the right, title and interest of the VENDORS into or upon the said premises.

Surjit Singh
-Haryana Special Officer.

P. A. SINGH
SPECIAL OFFICER
HARYANA



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the said VENDORS at Kolkata in the presence of:

WITNESSES:

1. *[Signature]*
(RAHUL NANGALIA)
32.C, NEW ROAD, ALIPHIE
KOLKATA-700027

2. *[Signature]*

PRAMOD KUMAR MISHRA
106/B ACHARYA JAGDISH CHANDR
BOSE RD.
KOLKATA-700014

SIGNED AND DELIVERED by the PURCHASER at Kolkata in the presence of:

WITNESSES:

1. *[Signature]*
(RAHUL NANGALIA)
32.C, NEW ROAD, ALIPHIE
KOLKATA-700027

2. *[Signature]*

PRAMOD KUMAR MISHRA
106/B ACHARYA JAGDISH CHANDR
BOSE RD.
KOLKATA-700014
High Court, Calcutta
HASTINGS CHAMBER
20, Sirsi Shankar Roy Road,
Dist. No. - GD, Ground Floor,
Kolkata-700 001
Phone : 09830105765
legals@pramodmishra.com

DEOB RAT UPADHYAY
Advocate
High Court, Calcutta

[Signature]
Surajit Roychowdhury
Advocate/Special Officer.

SIGNATURE OF THE VENDORS/
PARTY OF THE FIRST PART

PAWAN PROPERTIES

[Signature]
Partner

SIGNATURE OF THE PURCHASER/
PARTY OF THE SECOND PART



ADDITIONAL REGISTRAR
OF ASSURANCES-KOLKATA
14 JAN 2015

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs.2,00,00,000/- (Rupees Two Crores only) being the entirety of the consideration amount payable to the Vendors under these presents as per memo below :

1. Paid to Biswanath Agarwal alias Dhanania as follows:

1.	Biswanath Agarwal alias Dhanania, by two cheques aggregating Rs.8571428/- drawn on Andhra Bank, Ezra Street, Kolkata Main Branch, Kolkata as per details given below :		
	Cheque No.	Dated	Amount
	515952	25.01.2011	Rs.11,00,000.00
	515998	17.03.2011	Rs.74,71,428.00
			Rs.85,71,428.00

2.	Smt. Vidya Devi Chamaria, by cheques for Rs.57,14,286/-drawn on Andhra Bank, Ezra Street, Kolkata Main Branch, Kolkata as per details given below :		
	Cheque No.	Dated	Amount (Rs.)
	515999	17.03.2011	57,14,286

3.	Smt. Raj Agarwal, by cheques for Rs.57,14,286.00 drawn on Andhra Bank, Ezra Street, Kolkata Main Branch, Kolkata as per details given below :		
	Cheque No.	Dated	Amount (Rs.)
	516000	17.03.2011	57,14,286.00

Rs.20000000/-

(Rupees Two Crores only).

WITNESSES:

1. *Rahul Nangalia*
(RAHUL NANGALIA)
32C, NEW ROAD, ALIPHUR
KOLKATA - 700017

2. *Ramad Komar Mishra*

PRAMOD KOMAR MISHRA

106/B ANANDYA SUNDISH CHANDRA
Bose R.D.
KOLKATA - 700014

Surojit Raychowdhury
Advocate/Special Officer.

SIGNATURE OF THE VENDORS/
PARTY OF THE FIRST PART



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

14 JAN 2016

18500 WIDE SHAKESPEARE SARANI ROAD

40-14 (TDBX)

62.7 ANKLAND SQUARE



WALATTAMOR NO-18

SITE PLAN OF PRE. NO-46.
 SHAKESPEARE SARANI,
 KOLKATA - 700017
 LAND AREA - 2710.89 SQM.
 10X-RCR-20 RPT.
 SCALE - 1:200

Swrajit Raychowdhury
 Associate / Special officer.

AWAN PROPERTIES
Awana
 Partner

TRACED BY
 S. Venkatesh



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2016

SPECIMEN FORM FOR TEN FINGERPRINTS

	<p style="color: purple; font-size: small;">PAWAN PROPERTIES</p> <p style="font-size: x-small;">S. P. S. S. S.</p>						
		Little Ring Middle (Left Hand)			Fore Little		
							
		Thumb Fore Middle (Right Hand)			Ring Little		
	<p style="color: blue; font-size: small;">Suresh Chandra Saini</p>						
		Little Ring Middle (Left Hand)			Fore Little		
							
		Thumb Fore Middle (Right Hand)			Ring Little		
<p align="center">PHOTO</p>							
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		Thumb Fore Middle (Right Hand)			Ring Little		



ADDITIONAL REGISTRAR
OF COMPANIES

13 JUN 2015

"A"

ORDER SHEET
EC No.593 of 2014
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

PAWAN PROPERTIES
Versus
RADHA DEVI AGARWAL & ORS.

BEFORE:
The Hon'ble JUSTICE SOUMEN SEN
Date : 11th December, 2014.

Appearance:
Mr. Sabiyasachi Chowdhury, Adv.
Mr. Srenik Singvi, Adv.
...for the decree-holder.
Mr. Abhijit Kumar Ghosh, Adv.
...for the judgment debtors no.1 and 3,
Ms. Chandralekha Ghosh, Adv.
...for the judgment debtor no.5,
Ms. Smita Das De, Adv.

The Court: This is an execution of a decree dated 23rd March, 2011. The judgment debtor Nos.1 and 3 are represented by Mr. Abhijit Kumar Ghosh and the judgment debtor no.5 is represented by Ms. Chandralekha Ghosh. There is no real resistance to the execution of the decree. The pendency of the grant of probate of the will cannot in any manner affected the execution of the decree.

Accordingly, there shall be an order in terms of prayer (i).

In the event of failure on the part of the judgment-debtors to execute the deed of conveyance within a period of ten days from the date of communication of this order, Mr. Surojit Roy Chowdhury, Advocate Bar Association, Room No.6, 2nd





ADDITIONAL REGISTRAR
INSURANCE-II, KOLKATA
14 JAN 2015



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015



"B"

35-85/2014

69

G.A. NO. 853 OF 2011
C.S. NO. 619 OF 1985
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

PAWAN PROPERTIES, a registered partnership firm, carrying on business at 10, Canning Street, Calcutta-700 001, within the aforesaid jurisdiction.

PLAINTIFF.

VERSUS

1A. Mr. Bishwanath Agarwal, (also known as Dhanania)

1B. Mr. Youdhister Kumar Agarwal, alias Dhanania,

1C. Mr. Vijay Dhanania,

All residing at 1, Lord Sinha Road, Kolkata-700 071 within the aforesaid jurisdiction.

1D. Mrs. Vidya Devi Chamaria, wife of Hanuman Prasad Chamaria residing at 59, Rai Bahadur Road, Behala, Kolkata - 700 034.





ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

1E. Mrs. Premlata Agarwal,
residing at 1, Dr. Abani Dutt Road,
Golabari, Howrah.

1F. Mrs. Urmila Agarwal, wife of
Jaikishen Agarwal, residing at 9,
Dwarka Nath Tagore Lane, Kolkata -
700 007.

1G. Mrs. Raj Agarwal, wife of
Pavan Kumar Agarwal, residing at
42A, Harish Mukherjee Road,
Kolkata - 700 025.

2A. Smt. Narayani Devi Dhanania
alias Agarwal,

2B. Rajendra Prasad Dhanania
alias Agarwal,

2C. Prahlad Rai Dhanania, alias
Agarwal,

2D. Hari Ratan Dhanania,

2E. Surendra Dhanania,

2F. Ashok Dhanania,

2G. Kamal Dhanania,

2H. Rajesh Dhanania,

All residing at 1, Lord Sinha
Road, Kolkata-700 071.

2I. Smt. Darshana Agarwal, wife
of Subhash Agarwal, residing at





ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

48D, Muktarlam Babu Street,
Kolkata-700 007.

2J. Smt. Saroj Khemka, W/o.
Vinay Khemka, reside at 3/1A,
Alipore Park Road, Kolkata-700 027.

2K. Smt. Sumitra Sureka, W/o.
Ramesh Sureka, residing at
84/N/A, Block-E, New Alipore,
Kolkata-700 053.

3. DINA NATH AGARWAL, son of
Late Banshidhar Agarwala;

4. HARIKISHAN DAS
AGARWALA, son of Late Santial
Agarwal,

- All residing at 1, Lord Sinha
Road, Calcutta-700 016, within the
aforesaid jurisdiction.

5. GOURISHANKAR LOHIA, son
of Late Rameshwar Das Lohia,
carrying on business at P-15, India
Exchange Place Extension, Kolkata-
700 073, within the aforesaid
jurisdiction.

... .. DEFENDANTS.





ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

11

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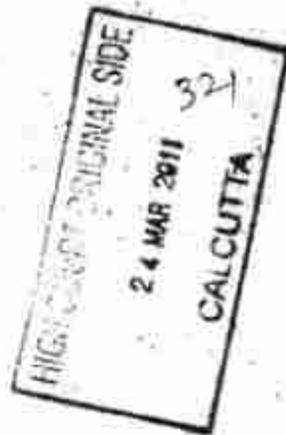
G.A. No. 853 of 2011
e Suit No. 619 of 20 1985

64
24-3-2011

129
7.5
2014

In the High Court at Calcutta

Ordinary Original Civil Jurisdiction



President of the Union of India

Pawan Properties, a registered Partnership
firm, carrying on business at 10, Canning
Street, Calcutta - 700001, within the said
Jurisdiction.

--- Plaintiff

- Versus -

- 1A. Mr. Bishwanath Agarwal alias Dhanania,
- 1B. Mr. Goudintar Kumar Agarwal alias
Dhanania,
- 1C. Mr. Vijay Dhanania, all residing at 1,
Lord Sinha Road, Kolkata - 700071 within the
aforesaid Jurisdiction.
- 1D) Mrs. Vidya Devi Chamarica, wife of Hanuma
Prasad Chamarica, residing at 59, Rai Bahadur
Road, Behala, Kolkata - 700034.
- 1E) Mrs. Premlata Agarwal, residing at 1, Dse
Abani Dutt Road, Golabari, Howrah.
- 1F) Mrs. Urmila Agarwal, wife of Jaitrishan Agarwal
residing at...



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

(2)

Kolkata - 700004.

16) Mrs. Raj Agarwal, wife of Parvan Kumar Agarwal, residing at 42A, Hareish Mukherjee Road, Kolkata - 700025.

2A) Smt. Narayani Devi Dhanania alias Agarwal,

2B) Rajendra Prasad Dhanania alias Agarwal,

2C) Prabhat Rai Dhanania alias Agarwal,

2D) Hari Datan Dhanania,

2E) Surendra Dhanania.

2F) Ashok Dhanania.

2G) Kamal Dhanania.

2H) Rajesh Dhanania, All residing at 1, Land Simha Road, Kolkata - 700041

2I) Smt. Dambarna Agarwal, wife of Subhas Agarwal, residing at 48D, Mukhtaram Bahu Street, Kolkata - 700002.

2J) Smt. Savanji Khemka, w/o Vinay Khemka, reside at 3/1A, Adipore Park Road, Kolkata - 700027

2K) Smt. Sumitra Swasta, w/o Ramesh Swasta, reside at 84/N/A, Block-E, New Adipore, Kolkata - 700053.

Defendants

4.8/11.11



ADDITIONAL REGISTRAR
OF ASSURANCE-KOLKATA
14 JAN 2015

- 3) Dina Nath Agarwal, all sons of late Bamsidhar Agarwal;
- 4) Hari Krishan Das Agarwala, son of late Santlal Agarwal, all residing at 1, Lord Sinha Road, Calcutta - 700016, within the said Jurisdiction; and
- 5) Gouri Shankar Lohia, son of late Rameshwar Das Lohia, ~~son of late~~ ~~Rameshwar Das Lohia~~, carrying on business at P-15, India Exchange Place Extension, Calcutta - 700073 within the said Jurisdiction.

Defendants

Suit filed for a decree for Specific Performance of the Agreement dated thirteenth day of October in the year one thousand nine hundred eighty two a copy whereof is annexure "a" to the Plaintiff; for a decree directing Mr. Bishwanath Agarwal & Co. the defendants, to specifically perform the said agreement, by taking all steps necessary for work of construction and to execute the Deed of conveyance in respect of the half portion of P.P. Permission no 46A and 46B, Shakerpore Sarani



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

(4)

formerly known as Theatre Road, Calcutta
and to do all things necessary and for

proper implementation of the agreements;
in default of defendants, or any of
them not taking steps and/or executing
any documents necessary for implementation
of the said agreement, the Registrar
of this Hon'ble Court, Original Side, be
empowered and directed to execute the
requisite documents from time to time

for and on behalf of the defendants
or defaulting defendants; for decree
for possession of the said premises
no. 46A & 46B, Shaker House Sarani,
Calcutta in terms of the agreement; for
interest on the said sum of Rs.

1,00,000/- (one lakh) from thirteenth day
of October in the year one thousand
nine hundred eighty three unto tenth
day of October in the year one thousand
nine hundred eighty five as pleaded

in Paragraph 17 to the Plaint and further
interest at the same rate until possession;

for appointment of Receiver; for injunction;
for such further and other directions

or orders as will in the circumstances



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015

(5)

of the case give the Plaintiff ^{Pawan Properties} complete relief, and ~~the~~ costs.

Application being G.A. No. 853 of 2011 on behalf of the ^{Pawan Properties} Plaintiff and the defendant ~~Mr. Bishwanath Agarwal, Mrs. Raj Agarwal~~ Nos. 1A, 1B, and 1C, (hereinafter referred to as "the Said Parties") this day made i.e. twenty third day of March in the year two thousand eleven for final disposal before the Hon'ble Sanjib Banerjee, one of the Judges of this Court in the Presence of the Advocate for the appearing Parties. And upon reading on the Part of the Said Parties a Compromise Petition verified by respective affidavits of the Said Parties filed on eighteenth day of March in the year two thousand eleven and one exhibit being the Terms of Settlement (Particulars whereof are set out in the schedule hereunder written and hereinafter referred to as "the Said Terms of Settlement") annexed thereto and marked with the letter "A" and all filed on twenty first day of March in the year two thousand eleven and a notice bearing date eighteenth day in the year



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

(5)

Affidavit of Ram Kumar Panna of Sec. Service thereof witnessed on twenty third day of March in the year two thousand eleven and filed herein. And sufficient Court fees having been paid. And the said Parties having agreed to the terms of the said Terms of Settlement And it is declared

with the consent of the said Parties by the signatures of the ^{Pawan Prasad} Plaintiff by the Pen of its Partner in the

presence of two witnesses, Rahul Mangalik of B.L.C, New Road, Alipore, Kolkata-700028 and Rajeev Kumar Yadav of H.C, Kisan Shankar Raj Road, Kolkata-700001 and

that of its Advocate and also by the signatures of the ^{Mr. Bishwanath Agarwal} defendant no. 1A, in

the presence of two witnesses, Dhruv Manaria and Anisudh Manaria both of 1, Lord Sinha Road, Kolkata-700001

(hereinafter referred to as "the said witnesses") and that of his Advocate and

also by the signatures of the defendant ^{Mrs. Vidya Devi Chatterjee} No. 10 A in Hindi which is read over and explained by her Advocate in the presence

of the said witnesses and that of her Advocate ^{and also by} the signatures of the defendant



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

(7)

Miss. Das Agamasa
 No. 16 in the presence of the said witnesses
 and that of her Advocate at the foot
 of the said Terms of Settlement that
 the said Terms of Settlement be
 recorded and ought to be carried out
 and the same is ordered and decreed
 accordingly And this Court doth not
 think fit, to make any order as to
 costs of and incidental to this application
 being G.A. No. 853 of 2011.

Witness:- Mr. Jainarayan Patel the
 chief Justice at Calcutta aforesaid
 the twenty third day of March
 in the year two thousand
 eleven.

1. Sourenik Singhi
2. Mr. A.K. Ghosh, Advocate
3. Ms. Smita Das De, Advocate
4. Mr. G.N. Jajodia, Advocate
5. Mr. Bidyut Dutta, Advocate
6. Mr. Atish Ghosh, Advocate



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015

(8)

- 7. Mr. C. K. Dasgupta, Advocate
- 8. J. K. Bose & co., Advocates
- 9. Sambhu Dutta, Advocate

~~Self~~ I. P. Mukerji, J.
Judge

CERTIFIED TO BE A TRUE COPY
 ASW ~~...~~
 01/5/14
 Authorised under Section 76 of
 the Indian Evidence Act, 1872
 (Act-1 of 1872)

ASW
 02.05.2014
 Master
 02/5/2014

✓ Sketch map/Plan not available
 in records as indicated in the
 order dated 11.4.14 Pamed by His
 Lordship The Honble Mr Justice
 I. P. Mukerji.

ASW
 07.05.2014
 Master

Schedule

ASW
 25.7.14
 1/8
 1/8
 ASW
 05/14



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

(9)

Schedule above referred to.

Terms of Settlement

- I. The Plaintiff and the defendant Nos. 1A, 1B and 1C have settled their disputes in the above suit in the manner following:
 - I. SANKAR LAL AGIARWAL, RAMJI DAS AGIARWAL HAA KISHAN DAS AGIARWAL and DINANATH AGIARWAL (hereinafter referred to as the ORIGINAL OWNERS) during their life time were the owners of Premises No. 46, Shaker Place Sarani, Kolkata more fully and Particularly described in the schedule hereunder written hereinafter referred to as 'the said PREMISES; each one of them being entitled to undivided 1/4th share or interest in the said Premises.
 - II The said original owners on October 13, 1982 (hereinafter referred to as the said agreement) entered into an agreement with the Plaintiff for construction of one multi-storied building on the said Premises. The



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

determine the exact nature of the building to be constructed on the said premises on the terms and conditions contained and recited in the said agreement.

III. Upon the death of said Sankar Lal Agarwal and his wife Kalawati Devi the defendant Nos 1A, 1B, 1C, 1D, 1E, 1F and 1G being the heirs of the deceased defendant Sankar Lal Agarwal jointly became entitled to the said undivided $1/4$ th share belonging to and/or held by the said Sankar Lal Agarwal. Each of the said defendant became entitled to $1/4$ th share in the undivided $1/4$ th share belonging to the said Sankar Lal Agarwal, since deceased i.e. to say $1/28$ th share each in the said premises.

IV. By and under a deed of settlement dated November 25, 2003, the defendant Nos. 1C & 1E transferred the entirety of their share to the Plaintiff and the defendant No. 1G transferred $1/32$ rd out of her share in the said premises in favour of the Plaintiff for the consideration mentioned



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015

(11)

In the said terms of settlement which was duly filed in the High Court at Calcutta by a Joint Petition affixed by all the consenting defendants i.e. the aforesaid defendants and the defendant Nos. 2A, 2B, 2D, 2E, 2F, 2H, 2I, 2J, 2K (Heirs of Ramji Das Agarwal, since deceased) and the defendant No. 3 (Din Nath Agarwal) and the defendant No. 4 (Hare Kishan Das Agarwal) whereupon a decree was passed by this Hon'ble Court on July 29, 1904.

v. By reason of the aforesaid decree the Plaintiff became entitled to 26/33rd share into or upon entirety of the said Premises.

VI. It is declared that after the transfer in favour of the Plaintiff the defendant Nos. 1A, 1B, 1D, 1F & 1G are presently jointly entitled to undivided 1/6th share in the said Premises and each one of them being entitled to the following shares:

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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

1.	Biswanath Agarwal	1/25th Share	Defendant No. 1A
2.	Jodhister Kumar Agarwal	1/25th Share	Defendant No. 1B
3.	Mrs. Vidya Devi Chaurasia	1/28th share	Defendant No. 1D
4.	Mrs. Urmila Agarwal	1/28th share	Defendant No. 1F
5.	Mrs. Raj Agarwal alias Panikawala	1/42th share	Defendant No. 1G

VII. It is hereby recorded and declared that the said defendants Nos. 1A, 1B, 1D, 1F & 1G have agreed to sell and transfer their entirety of the right, title and interest into or upon the said Premises in favour of the Plaintiff absolutely and forever, whereby the Plaintiff has agreed to pay to the defendants a total consideration amount of Rs. 4,00,00,000/- (Rupees four crores) only which amount has been apportioned amongst the defendants in proportion to their respective shares herein mentioned below.

1. Biswanath Agarwal (Defendant No. 1A) - Rs. 85,71,428.00
2. Jodhister Kumar Agarwal (Defendant - No. 1B) - Rs. 85,71,428.00
3. Mrs. Vidya Devi Chaurasia (Defendant) - Rs. 85,71,429.00



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

(13)

4. Mrs. Urmila Agarwal (Defendant No. 1F) — Rs. 85,41,428.00
5. Mrs. Raj Agarwal alias Panilawala (Defendant No. 1G) — Rs. 54,14,280.00
-
- Rs. 4,00,00,000.00

III. The defendant No. 1D is transferring her share in the said Premises by two different Terms of Settlement one along with the defendant No. 1A and the other along with the defendant No. 1B. This method has been adopted inasmuch as the defendant No. 1D desires to gift 2/3rd share of Constructed area she would receive to the defendant No. 1A and the balance 1/3rd share in the Constructed area receivable by her to the defendant No. 1B.

IX. In consideration of the Plaintiff agreeing to pay a sum of Rs. 85,41,428/- (Rupees eighty five lakhs seventy one thousand four hundred and twenty eight) only to the defendant No. 1A and agreeing to hand over Possession of 1050 sq. ft. of Super built-up area along with Parking space for one car in the new building to be constructed on the said Premises by the Plaintiff upon receipt of vacant



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA

14 JAN 2015

Remission of the said Premises free from all encumbrances and upon sanction of the building plan by the concerned authorities, the defendant No. 1A agrees to transfer, sell and convey his 1/25th share in the said Premises along with his right, title and interest in the agreement dated October 13, 1982 to the Plaintiff absolutely and forever.

X. The Plaintiff has paid the said consideration amount to the defendant No. 1A, by cheque drawn on Andhra Bank, Esna Street (Kolkata Main Branch) Kolkata by cheque No. 515952 dated January 25, 2011 for Rs. 11,00,000/- and by cheque No. 515998 dated 17.03.2011 for Rs. 74,41,428/- aggregating Rs. 85,41,428/- in favour of the defendant No. 1A which cheque has been appropriated by the defendant No. 1A in satisfaction of the monetary consideration payable to the defendant No. 1A.

XI. In consideration of the Plaintiff agreeing to pay a sum of Rs. 57,14,286/- (Rupees fifty seven lakhs fourteen thousand two hundred and eighty six) only to the defendant No. 1A and agreeing to hand over possession



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015

(15)

*
of 400 sq. ft of Super built up area along with parking space for one car in the new building to be constructed on the said premises by the Plaintiff upon receipt of vacant possession of the said premises free from all encumbrances and upon sanction of the building plan by the concerned authorities, the defendant No. 10 agrees to transfer, sell and convey her 2/3rd share out of her 1/28th share i.e. 1/42nd share in the said premises along with her right, title and interest in the agreement dated October 13, 1982 to the Plaintiff absolutely and forever.

XII: The Plaintiff has paid the said consideration amount to the defendant No. 10 by cheque drawn on Andhra Bank, Ezra Street (Kolkata Main Branch) Kolkata by cheque No. 515999 dated 17.03.2011 for Rs. 57,14,286/- in favour of the defendant No. 10 which cheque has been attested by the defendant No. 10 in satisfaction of the monetary consideration payable to the defendant No. 10.

P.S.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

(16)

XIII. In consideration of the Plaintiff agreeing to pay a sum of Rs. 57,14,286/- (Rupees fifty seven ~~thousand~~ ^{lacs} fourteen thousand two hundred and eighty six only) and agreeing to hand over 700 sq. ft. of super built up area in the new building to be constructed in the said Premises by the Plaintiff upon receipt of vacant possession of the said Premises free from all encumbrances and upon sanction of the building plan by the concerned authorities the said defendant No. 1G1 agrees to transfer her right, title and interest in her 2/3rd share out of her 1/25th share i.e. 1/42nd share in the said Premises along with her right, title and interest in the agreement dated October 13, 1982 to the Plaintiff absolutely and forever.

XIV. The Plaintiff has paid the said consideration amount to the defendant, No. 1G1 by cheque No. 516000 dated 17.03.2011 for a sum of Rs. 57,14,286/- drawn on Andhra Bank Ezra Street (Kolkata, Main Branch), Kolkata in favour of the defendant No. 1G1 which has been attested by the defendant



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015

(17)

No. 16r in satisfaction of the monetary Consideration Payable to the defendant No. 16r.

xv. The defendant Nos. 1A, 1D and 16r having received their full Purchase Consideration Save and except the allocated area which would be delivered upon construction of the new building at the said Premises undertake to execute the Deed of Conveyance in favour of the Plaintiff within seven days from the date of the Order to be Passed herein, team joining and conveying their respective right, title and interest as aforesaid in the said Premises to the Plaintiff along with their right, title and interest in the said agreement dated October 13, 1982 to the Plaintiff absolutely and forever and all the right, title and interest of the defendant Nos. 1A & 1D (in respect of her 2/3rd share) and 16r in the said Premises shall stand extinguished. The draft of the Deed of Conveyance has been duly approved by the said defendant Nos. 1A, 1D and 16r.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
14 JAN 2015

(18)

And the Plaintiff will be entitled to amend or alter the said Deed of conveyance or put the name of its nominee or nominees in his place and stead and the said defendants shall not raise any objection thereto in any manner whatsoever.

XVI. It is hereby agreed between the Plaintiff and the defendants Nos. 14, 15 and 16 that the positions which are presently in occupation of the said premises will be delivered in vacant condition to the Plaintiff without demur or raising any objection and at and from the date of signing of these terms of settlement the said defendant shall hold the various positions in his occupation at the said premises in trust and for the benefit of the Plaintiff and hereby further undertake to this Hon'ble Court, not to part with the possession excepting to the Plaintiff and/or create any third party interest in respect thereof.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

XII.

It is recorded and declared that consequent to the sale and transfer of the respective right, title and interest of the said defendant in terms of this Settlement, the Plaintiff shall be entitled to get itself added as a Party to the Partition Suit being C.S. No. 148 of 2002 and shall be entitled to be allotted the shares of the defendant Nos. 1A, 1B and 1C and until such time the Plaintiff is substituted, the defendant shall conduct the said suit and/or Proceedings in respect of the said Premises for the benefit of the Plaintiff and at the cost of the Plaintiff.

XVIII. It is hereby recorded and declared that the said defendant shall also execute a General Power of Attorney in respect of their respective shares in favour of the Plaintiff's Partner namely Mrs. Shyam Sundar Nangalia and the nominee of the Plaintiff namely



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

(20)

Lakshminendra Kumar Agarwal to take all necessary steps and to give effect to this term of settlement and such Power of Attorney shall be irrevocable.

XIX. The above suit will stand decreed in terms of this term of settlement against the defendant Nos. 1A, 1B and 1C and in favour of the Plaintiff.

XX. Each Party shall pay and bear their respective costs, charges and expenses.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the messuage tenement and hereditaments TOGETHER WITH the piece and Parcel of revenue redeemed land containing an area of 2 Bigha 0 cottahs & chittacks 20 sq. ft. (be the same a little more or less) whereon or any part whereof the same is erected and built being Municipal Premises No. 46A and 46B, Theatre Road.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

(21)

(Now known as Premises No. 46, Shakespeare Sarani) Kolkata 700014, within Police Station - Shakespeare Sarani, within ward No. 63 and within the limits of Kolkata Municipal Corporation in the South Division of Kolkata and butted and bounded as follows, that is to say:

- ON THE NORTH : By Shakespeare Sarani;
- ON THE SOUTH : By Premises No. 1, Auckland Square;
- ON THE EAST : By Premises No. 48, Shakespeare Sarani (known as Kala Mandir);
- ON THE WEST : By Partly Premises No. 44, Shakespeare Sarani, (IBBI Building) and Partly Premises No. 2, Auckland Square;

OR HOWSOEVER OTHERWISE the said Premises butted bounded called known numbered described and distinguished as herein before stated and the situation whereof has been shown and delineated in the map or plan annexed hereto and bounded in RED Colour thereon.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

14 JAN 2015

(22)

Ed/- legible

Signed by the Defendant No. 1A in Presence of the following witnesses:

Witnesses:

1. Dhruv Dhanania
1, Lord Sinha Road
Kolkata - 700041

2. Aniruddh Dhanania
1, Lord Sinha Rd.
Kolkata - 700041

Vidya Devi Chatterjee read over and explained
signed by the Defendant No. 10 in presence of the following witnesses:
Smita Das De
Advocate

WITNESSES:

1. Dhruv Dhanania
1, Lord Sinha Road
Kolkata - 700041

2. Aniruddh Dhanania
1, Lord Sinha Rd
Kolkata - 700041

Prasenjit Das
by the Son of
Shyam Shankar Das
Partner.

Signed by the
Plaintiff in Presence
of the following
witnesses:

WITNESSES:

1. Debajit Das
3C, New Road,
Alipore
Kolkata - 700027

2. Rajeev Kumar Das
7C, Kiran Shankar Das
Road
Kolkata - 700001



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

(23)

Re: Agreement
Signed by the defendant No. 16r in
Presence of the following
Witnesses:

WITNESSES:

1. Dhruv Dhanania
1, Laxmi Sinha Road
Kolkata - 700071
2. Aniruddh Dhanania
1, Laxmi Sinha Rd
Kolkata - 700071

A. K. Ghosh Advocate
Advocate for the Defendant No. 1A

Sumanik Singhvi
Advocate for the Plaintiff

Smita Das De
Advocate for the Defendant No. 1B

Smita Das De
Advocate for the Defendant No. 16r

CERTIFIED TO BE A TRUE COPY

ASm Smita
815114

Authorized under Section 76 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

T. Adityan
Enb
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25.7.11

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Suman Bhattacharya
08/05/14

Ank
02.05.2014

Master

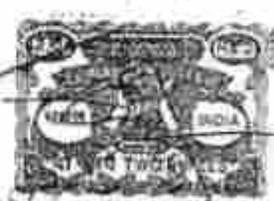
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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

14 JAN 2019

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

14 JAN 2015

~~10~~ S.P. No. 853 of 2011
C Suit No. 619 of 201985

In the High Court at Calcutta

Co. Pds.

Ordinary Original Civil Jurisdiction

Passion Proportions

occur

The Bishwanath Aggarwal & Ors.

Term of Rs 3rd day of Novemr 2011

Filed this 7th day of May 2014,

Assistant Registrar

- i) Date of application on for Copy: 29.3.11
- ii) Date of notifying the charges: 8.5.14
- iii) Date of receiving the charge: 8.5.14
- iv) Date on which the copy is ready for delivery: 8.5.14
- v) Date of Making over the copy to the applicant: 8.5.14

[Handwritten Signature]

Signed by the Judge - 06.5.14
ALL

[Handwritten Signature]



Section Officer - 3.5.14

(General Services)
High Court, Original Side
Calcutta

[Handwritten Signature]

Srinath Singha

W.P. No. 1000/2011

C. Prady

"C"

G.A. No. 1248 of 2008

G.A. No. 598 of 2008

G.A. No. 1075 of 2008

C.S. No. 148 of 2002

Srn. Narayani Devi Dhanania & Ors

-vs-

Dinanath Agarwal & Ors

REPORT

of the Receiver,

Sondwip Mukherjee, Advocate

1. On 18 February 2011 the Hon'ble Justice Sanjib Banerjee passed an order appointing the Receiver for the purpose of ascertaining –

- a) if any part of the property is under the occupation of any person; and
- b) the basis on which the other occupants, if any, are continuing in occupation.

The order further stipulates that 'if the Receiver finds any person other than the fourth defendant at the premises, the Receiver will call for the records and other material in support of such person's occupation and the Receiver will also inform such person that the matter will appear next on February 25, 2011'. A copy of the order downloaded from the internet was served on the Receiver by Mr Bidyut Dutt, Advocate on 24 February 2011. It appears that certified copy of the order is yet to be obtained.

2. In pursuance of the order dated 18 February 2011, and upon notice to the Learned Advocates for the parties, the Receiver visited the concerned premises, i.e. 46A and 46B Shakespeare Sarani, Kolkata on 25 February 2011 at 11.00 in the morning.

FILE NO. 2.1



ADDITIONAL REGISTRAR
INSURANCE-II, KOLKATA
14 JAN 2015

3. The property, which is on Shakespeare Sarani, has an area of 1 bigha 19 cottahs 10 chittacks (as measured by the erstwhile surveyor, Dr Ashok Nain) and has Kalamandir to the east and the IDBI building to the west.

4. The defendant no.4 is presently in occupation / possession of:

- a) the portions marked in blue ink on the enclosed sketch plan 'A'; and
- b) one room on the first floor of the 2-storied 'main building'.

5. The defendant no.1 is presently in occupation / possession of:

- a) the portions marked in red ink on the enclosed sketch plan 'A'; and
- b) two rooms on the first floor of the 2-storied 'main building', one of which is occupied by a company named 'M/s Mutual Technologies Pvt. Ltd'. The defendant no.1 will, if necessary, produce relevant papers relating to the nature of such occupation;
- c) the room on the front side of the premises, which is shown as 'Meter Room' on the sketch plan 'A', though electricity meters of the defendant no.4 are installed in a portion of that room.

6. There are two rooms opening onto Shakespeare Sarani which are occupied by two washer-men (*dhobi-s*). One Jangilal Chowdhury, son of Late Kishan Chowdhury, is occupying the room on the north-east, i.e. Kalamandir, side, while the other on the north-west or IDBI side is occupied by one Surendra Chowdhury and/or his brother Mahendra. Both Jangilal and Surendra claimed that they became tenants under the previous owner, one M Bashir, and that they have been depositing rent with the Rent Controller, Calcutta in the name of M Bashir ever since M Bashir left, and stated that given some time they will produce relevant receipts and papers. The Receiver informed them that the matter will appear next on 28 February 2011 and gave them each a copy of the order dated 18 February 2011. Both Jangilal and Surendra, however, refused to acknowledge receipt of the copies of the order.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

7 It is the common contention of the plaintiffs (except plaintiff no. 7 who was neither present nor represented) and the defendant no. 2 that the portion marked 'X' in the enclosed sketch plan 'B' was in the occupation of the defendant no. 2, while the portion marked 'Y' in the sketch plan 'B' was in the occupation of the said plaintiffs, but that the defendant no. 4 has recently encroached upon and has been wrongfully occupying the said portions 'X' and 'Y' taking advantage of the fact that neither the said plaintiffs nor the defendant no. 2 have been visiting the premises for the last 5 years or so. The defendant no. 4 has denied this claim. According to him, he has been in occupation of the contentious portion for over 20 years and/or 'since long'.

8 It is also contended by the said plaintiffs that the defendant no. 4 has been unauthorizedly carrying on construction work in the portion marked 'Z' on the sketch plan 'B'. According to the defendant no. 4, no construction is taking place, only necessary repair work, particularly of the tin roof, is being carried out.

9 The representative of the said plaintiffs further pointed out to a number of milk cans hanging against a tin shed on the eastern (Kalamandir) side and alleged that the shed has been let out by the defendant no. 4 to a milkman. This allegation is denied by the defendant no. 4. On the shed-door being unlocked by the defendant no. 4, with the keys which were with a durwan, only a few wooden articles/pieces were found to be lying inside the shed.

10 The plaintiff no. 3's further contention is that the three rooms on the first floor of the 'Main Building', one on the Kalamandir side, one on the IDBI building side and the third on the Shakespeare Sarani side, used to be common areas to which all the parties had equal access. As noted in paragraphs 5 and 6 above, the defendant no. 4 is occupying one of these rooms, while the defendant no. 1 the other two. Such occupation by the defendants no. 1 and 4, according to the plaintiff no. 3, is wrongful. This allegation is denied by the said defendants, with the defendant no. 4 claiming to have been in possession of the one room 'all along'.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

11. In course of the meeting, a letter dated 26 February 2011 was handed over by or on behalf of the defendant no 2 to the Receiver

12. Copies of the hand-written minutes of the meeting held at site, together with the two sketch plans, and the 2nd defendant's letter dated 26 February 2011 have been handed over to the parties present or their representatives. For easy reference, a copy each of the order, Mr Bidyut Dutt, Advocate's covering letter dated 24 February 2011, the Receiver's notice, the minutes (hand-written as well as typed) together with the two sketch plans marked 'A' and 'B', and the letter dated 26 February 2011 handed over by or on behalf of the defendant no.2 to the Receiver, are enclosed *



[Sondwip Mukherjee]

28/2/2011

**Copies of the documents mentioned in paragraph 12 are not included inasmuch as copies of the same have already been served on the parties on 26 February 2011.*





ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

[Faint handwritten text]

III According to the representative of the defendant no. 2 ~~also~~ the plaintiffs ~~no. 1 to 6 & 8 to 11~~ ;

II Portions on the eastern side, i.e., on the Kalamandir side, which the defendant no. 4 is claiming to be in his possession, have been encroached upon by the defendant no. 4, recently. Further, a tin shed on that side is being occupied by a milkman, who is carrying on business from there. This fact allegation is categorically denied by the defendant no. 4, who further states that the keys of the particular shed are lying with his daughter who has gone out on some business. Later the shed was opened by the defendant no. 4, where some wooden pieces are lying.

The said plaintiffs further state that almost half of the ^{common} open space has now been converted into a garden/nursery by the defendant no. 4, and the defendant no. 4 has done so taking advantage of the fact that none of the plaintiffs visited the property in the last 5 years or so. According to the defendant no. 4 the contentious portion of the garden has been in his possession since ~~20~~ long.

IV The portion of the concerned property marked in Red ink on the plan marked 'A' is presently in the occupation of defendant no. 1, ~~which is~~

V A room on the frontside of the property which is shown in the plan as meter room is in occupation of the defendant no. 1 but the electricity meters of the defendant no. 4 are also in that room.

VI One room on the first floor of the main building under the occupation/possession of defendant no. 1 is presently occupied by a company named "H/s. Mutual Technologies Pvt. Ltd.". If necessary, the defendant no. 1 will produce relevant documents/papers relating to the nature of such occupation.

VII There are two rooms opening into Shakespeare Sarani. The one on the North East, i.e., Kalamandir side is occupied by a washerman (Drohi), Janglal Chowdhury, son of Late Kichan Chowdhury. According to Janglal, the room was taken on rent from the erstwhile owner, one H. Bachi, and he is depositing rent with the Office of the Rent Controller, Calcutta in the name of the said Bachi.



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

The other room, which is on the North West/IDBI side, is also occupied by a Shobi, Susendra Chowdhury and/or Mahinder Chowdhury. This shobi also claims that rent is being deposited with the rent controller and, given time he can produce necessary papers.

Both the shobis Jangitlal and Susendra have been served with a copy each of the Order dated 18th February 2011 and they have also been informed that the matter is to appear on 28th February 2011. The said persons, however, refused to acknowledge receipt of the copies of the Order.

IX According to the defendant no. 2, the portion marked "X" in the sketch plan marked "B" was in the occupation of the defendant no. 2. The portion marked "Y", as claimed by the plaintiffs (excepting 7), was in the occupation of the said plaintiffs. According to the defendant no. 2 and the said plaintiffs the portions marked "X" and "Y" are now in the ~~occupation~~ occupation of defendant no. 4 wrongfully. The defendant no. 4 reiterates his denial and contends that he has been in occupation thereof for over 20 years. The defendant no. 2's representative has handed over a letter dated 26.2.2011, a copy of which is appended and marked "C".

X It is contended by the plaintiffs that the defendant no. 4 has been carrying out construction work in the portion marked "Z" in plan B, although he is not supposed to do so. It is the case of the defendant no. 4 that he is only carrying out necessary repair work.

XI It is the contention of the plaintiff no. 3 that three rooms, one the first floor of the main building, one on the Kala Mandir side, one on the IDBI side and 3rd on the Shakespeare Sarani side used to be common areas. Two of these rooms have now been wrongfully occupied by the defendant no. 1 while the other by the defendant no. 4. According to the defendant no. 4 the said one room had all along been in the possession of the defendant no. 4.

[Signature]

[Signature]
Advocate

[Signature]
Advocate

[Signature]
Platiff
Advocate

Malhanania
Ref Kumar Shanani
for and on behalf of
the heirs and legal
representatives of Id
1.12.2



ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
J 4 JAN 2015

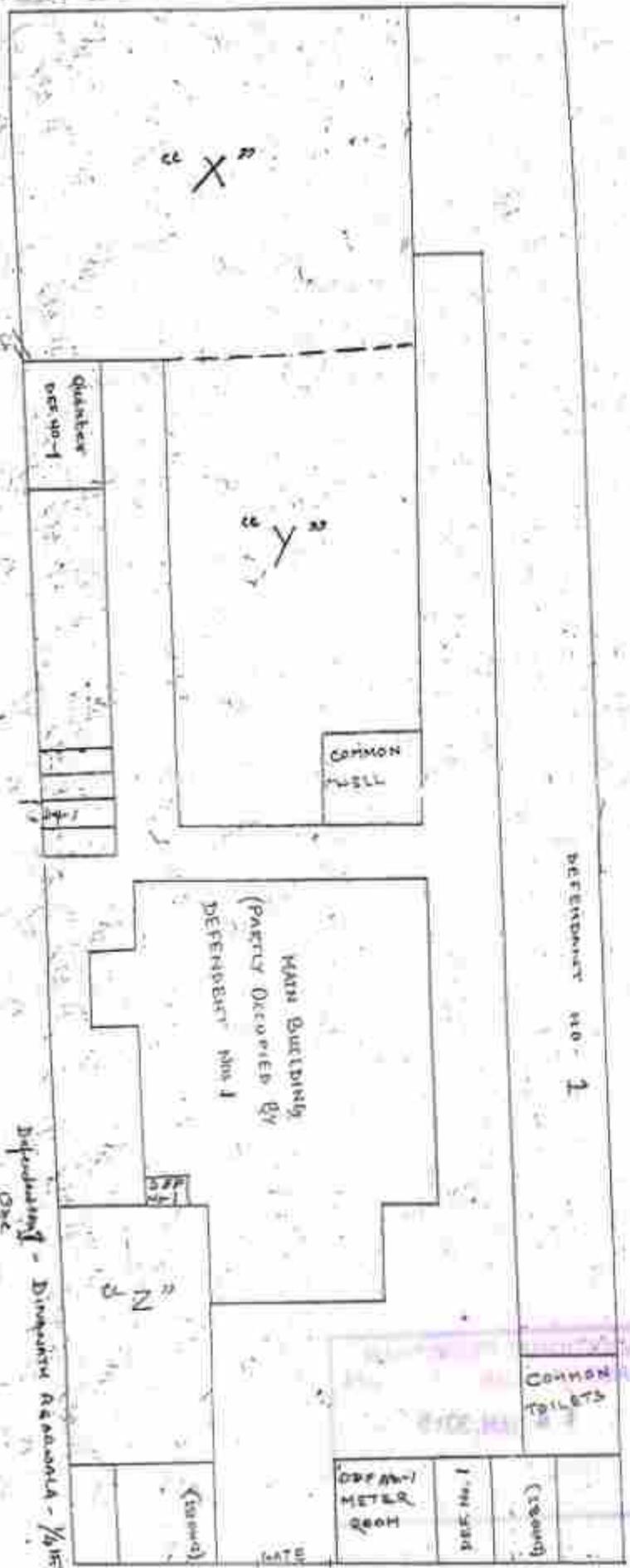


ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
14 JAN 2015

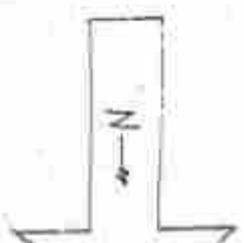
SITE PLAN OF PREMISES No. 46 SHAKESPEARE SARANI, KOLKATA-71

SCALE 20'-1" (approx)

AREA :- 26, 04, 8CH. 20 SFT. (Estimated)
 (MOR or less)



SHAKESPEARE SARANI



46 B



25

ADDITIONAL DEPUTY
COMMISSIONER
OF ASSAM
14 JAN 2015

**Government of West Bengal
Office of the A.R.A. - II KOLKATA
W.B. FORM NO. 1504**

Date: 14/01/2015

Serial No. **00379/2015** Deed No. **Not Allotted**
 Presentant Name **Shyam Sundar Nangalia**
 Executant Name **Surojit Roy Chowdhury** Claimant Name **Shyam Sundar Nangalia**
 Type of Deed **Sale Document**
 Market Value **Rs 4,39,23,017/-**

Addl Transaction **Agreement(2), Receipt Amount INR 27548000**

Fees & Standard User charges Paid (Break up as below) Rs 749/-		Stamp Duty Paid (Break up as below) Rs 1,000/-			
1 By Cash *	Rs 749/-	1 By Stamp	Rs 1,000/-		
2 By Draft/BC/SABR		2 By Draft/BC/SABR/Challan			
Sl. No.*	Date*	Amount (Rs.)	Sl. No. No.*	Date*	Amount (Rs.)

Article :A(1)-220/-
 By Cash* Amount includes Standard User Charge of Rs 529/-
 No* - Draft/Bankers Cheque/SABR/Challan No. Date *
 -Draft/Bankers Cheque/SABR/Challan Date

**Registering Officer
A.R.A. - II KOLKATA**

Government of West Bengal
Office of the A.R.A. - II KOLKATA
W.B. FORM NO. 1564 (Miscellaneous Receipt)

Date: 15/01/2015

Serial No. **00379/2015** Deed No. **I-00427/2015**
Presentant Name: Shyam Sundar Nangalia
Executant Name: Surojit Roy Chowdhury Claimant Name: Shyam Sundar Nangalia
Type of Deed: Sale Document
Market Value: Rs 4,39,23,017/-

Addl. Transaction: Agreement(2), Receipt Amount Rs 27748000

Fees & Standard User charges
Paid (Break up as below)

Stamp Duty Paid
(Break up as below)

Rs 400/-

1. By Cash *

2. By Draft/BC/SABR

Sl. No.*	Date*	Amount (Rs.)
----------	-------	--------------

1. By Draft/SABR/Challan Rs

Rs 400/-

Sl. No.	No.*	Date*	Amount (Rs.)
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1.	391016	15/01/2015	400
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Article :

By Cash* Amount includes Standard User Charge of Rs /-

No* - Draft/Bankers Cheque/SABR/Challan No. Date*

-Draft/Bankers Cheque/SABR/Challan Date

Registering Officer
A.R.A. - II KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 2173 to 2251
being No 00427 for the year 2015.




(Dulal chandra Saha) 17-January-2015
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

Govt. of West Bengal
 Directorate of Registration & Stamp Revenue
 e-Challan

GRN: 19-201415-001533839-1
 GRN Date: 12/01/2015 12:08:16
 BRN: 136681774

Payment Mode: Online Payment
 Bank: HDFC Bank
 BRN Date: 12/01/2015 13:22:50

DEPOSITOR'S DETAILS

Name: Aravali Marketing Private Limited
 Contact No.:
 E-mail: ssn@koll.in
 Address: B/12, Lal Bazar Street, Kolkata-700001
 Applicant Name: Bhagyashree Sharma
 Office Name: A.R.A. - II KOLKATA, Kolkata
 Office Address:
 Status of Depositor: Others
 Purpose of payment / Remarks: Requisition Form Filled in Registration Office

Id No. : 1902L000000673/2/2015
(Query No / Query Year)

Mobile No. : +91 9830091899

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1.	1902L000000673/2/2015	Property Registration- Stamp duty	0030-03-103-003-02	3073267
2.	1902L000000673/2/2015	Property Registration- Registration Fees	0030-03-104-001-15	788164

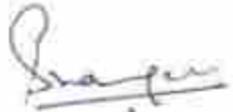
In Words: **Total** Rupees Thirty Eight Lakh Sixty One Thousand Four Hundred Thirty One only **3881431**



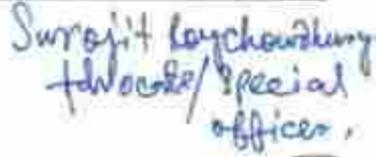
ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 00379 / 2015

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Shyam Sundar Nangalia 32 C , New Road, Block - B , 3rd Floor, Kol, Thana: -Alipore, District: -South 24-Parganas, WEST BENGAL, India, Pin :-700027	 14/01/2015	 LTI 14/01/2015	 14/01/2015

II . Signature of the person(s) admitting the Execution at Office.

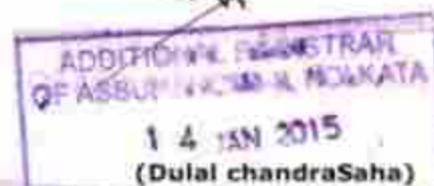
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Surojit Roy Chowdhury Address -Special Officer Appointed By The High Court, District: -Kolkata, WEST BENGAL, India	Attorney	 14/01/2015	 LTI 14/01/2015	 Surojit Roychowdhury Advocate/Special officer.
2	Shyam Sundar Nangalia Address -32 C , New Road, Block - B , 3rd Floor, Kol, Thana: -Alipore, District: -South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 14/01/2015	 LTI 14/01/2015	

Name of Identifier of above Person(s)

Deobrat Upadhyay
High Court , Calcutta, District: -Kolkata, WEST BENGAL,
India

Signature of Identifier with Date


14/01/2015



ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA

RECEIVED
REGISTRAR OF ASSURANCES
KOLKATA
14 JAN 2015

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
14 JAN 2015



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 00427 of 2015
(Serial No. 00379 of 2015 and Query No. 1902L000000673 of 2015)

On 14/01/2015

Payment of Fees:

Amount By Cash

Rs. 220.00/-, on 14/01/2015

Registration Fees Rs. 7,88,164/- paid online on 12/01/2015 1:22PM with Govt. Ref. No. 192014150015339391 on 12/01/2015 12:06PM, Bank: HDFC Bank, Bank Ref. No. 136681774 on 12/01/2015 1:22PM, Head of Account: 0030-03-104-001-16, Query No:1902L000000673/2015

(Under Article : A(1) = 220/- on 14/01/2015)

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.-4,39,23,017/-

Certified that the required stamp duty of this document is Rs.- 3074632 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 30,73,267/- paid online on 12/01/2015 1:22PM with Govt. Ref. No. 192014150015339391 on 12/01/2015 12:06PM, Bank: HDFC Bank, Bank Ref. No. 136681774 on 12/01/2015 1:22PM, Head of Account: 0030-02-103-003-02, Query No:1902L000000673/2015

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

Presented for registration at 12.15 hrs on :14/01/2015, at the Office of the A.R.A. - II KOLKATA by Shyam Sundar Nangalia ,Claimant.

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

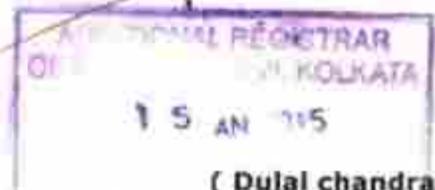
Execution is admitted on 14/01/2015 by

1. Shyam Sundar Nangalia
Partner, Pawan Properties, 46, Shakespeare Sarani, Kol, Thana:-Shakespeare Sarani,
District:-Kolkata, WEST BENGAL, India, Pin :-700017,
By Profession : Business

Identified By Deobrat Upadhyay, son of . . , High Court , Calcutta, District:-Kolkata, WEST BENGAL,
India, By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 1 of 2

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Handwritten text, possibly a signature or date.



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 00427 of 2015
(Serial No. 00379 of 2015 and Query No. 1902L000000673 of 2015)

1. Surojit Roy Chowdhury, son of . . . Special Officer Appointed By The High Court, District:-Kolkata, WEST BENGAL, India By Caste Hindu By Profession: Advocate, as the constituted attorney of 1. Radha Devi Agarwal 2. Pawan Dhanania 3. Anirudh Dhanania 4. Madhu Dhanania 5. Sangeeta Gupta 6. Vidya Devi Chamaria 7. Raj Agarwal @ Ranilawala is admitted by him.
- Identified By Deobrat Upadhyay, son of . . . High Court , Calcutta, District:-Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 15/01/2015

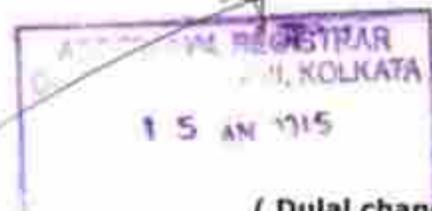
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5, 53 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 400/- is paid , by the draft number 391016, Draft Date 15/01/2015, Bank : State Bank of India, Specialised Insti B K G Kolkata, received on 15/01/2015

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

