

SL-01501

6-11-01027

Serial No. _____
 Sold to _____
 Address _____
 Re _____
 C.M.V. No. _____
 E. Parkside "A" C-1
 23 MAR 2005

380153

Arsenal Hotels Pvt Ltd

51, M.G. St.

en-16



District Sub-Registrar
 CH-19 Court
 1, Parkside Street, En-16

Presented for Registration of
 G.P.M. App. M. on the 28/3/05
 day of March 1905
 at the Sub-Registrar's Office
 Executive / Assistant or
 Attorney for _____

District Sub-Registrar-I
 South 24 Parganas, Alipore
 28/3/05

On 28/3/05, the Director
 of Registration
 Private Limited, 51
 M.G. Street, En-16
 (2) Shankar Lal Das & Co.
 Late Shankar Lal Das & Co.
 of 51 M.G. Street, En-16
 Alipore, P.O. En-16

Arsenal Hotels Private Limited
 Md. S.

Director

S/o, W/o, D/o _____
 of _____
 Dist. South 24 Parganas
 by Carlo Hindu / Muslim
 for Profession

Shanta Sanyal Adv.

(Arsenal Hotels Private Limited)
 Shankar Lal Das

Director

S/o, W/o, D/o _____
 of _____
 Dist. South 24 Parganas
 by Carlo Hindu / Muslim
 for Profession

District Sub-Registrar-I
 South 24 Parganas, Alipore

28/3/05

Submitted by me,
 Shanta Sanyal Adv.,
 Advocate,
 40, Santosh & Nagar
 B.N.S. Rd, Kalyan - 7001.

subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives) of the One Part AND ARSENAL HOTELS PRIVATE LIMITED, a Private Company within the meaning of the Companies Act, 1956, having its Registered Office at 51, Mirza Ghalib Street, Kolkata - 700 016 (hereinafter called "the Purchaser" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the Other Part.

WHEREAS

1. One Kartick Chandra Das, since deceased, during his life time was the absolute owner of diverse immovable properties including the land and building situated at Premises 23, Ekbal-pore Road (now known as Kabi Md. Ekbal Road), Kolkata-700023, more fully described in the Schedule hereunder written (hereinafter referred to as "the said Premises").
2. The said Kartick Chandra Das before his death had made his last Will and Testament in vernacular on 29th August, 1956, whereby he had appointed his eldest son Sankarlal Das, as the sole Executor of his said Will and gave, devised and bequeathed all his movable and immovable properties including the said Premises jointly to his three sons, namely, Shankarlal Das, Ratanlal Das and Basanta Kumar Das and two grandsons, namely, Madanlal Das and Madhusudan Das, son of Late Mohanlal Das (son of Late Kartick Chandra Das) in the following manner:-

Shankarlal Das

Arsenal Hotels Private Limited

276

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- | | | |
|-----------------------------------|---|------------------------|
| (a) Shankarlal Das | = | Undivided 1/4th Share. |
| (b) Ratanlal Das | = | Undivided 1/4th Share. |
| (c) Basanta Kumar Das | = | Undivided 1/4th Share. |
| (d) Madanlal Das & Madhusudan Das | = | Undivided 1/4th Share |

The said Will was registered at the office of the Sub-Registrar of Alipore at Behala in Book No.111, Volume No.2, Pages 36 to 39. Being No.29, for the year 1956.

3. The said Kartick Chandra Das, expired on 8th day of November, 1962, and after his death, his said Will was Probated from the Court of the Learned District Judge at Alipore.

4. A Bengali Deed of Partition dated 12th December, 1967, was made between, Sankarlal Das, Basanta Kumar Das, Madanlal Das and Madhusudan Das, wherein it was, inter alia, recited that Ratanlal Das one of the sons of Kartick Chandra Das died unmarried and upon his death his share in the properties were devolved upon his two brothers namely, Shankarlal Das and Basanta Kumar Das in equal share and as such the surviving joint owners became the owners of the undivided properties in the following manner:-

- | | | |
|-----------------------------------|---|-------------------------|
| (a) Shankarlal Das | = | Undivided 37.50% Share. |
| (b) Basanta Kumar Das | = | Undivided 37.50% Share. |
| (c) Madanlal Das & Madhusudan Das | = | Undivided 25% share. |

5. Pursuant to the aforesaid Deed of Partition Sri Shankarlal Das, inter alia, has been allotted and has become the absolute owner of the said Premises 23, Kabi Md. Iqbal Road, having an area of 7 Cottahs and 7 Chitacks, be the same a little more or less, together with one storied pucca structure constructed and/or

Shankarlal Das

237 17

erected thereon to the exclusion of the other co-owners. The aforesaid Bengali Deed of Partition was registered at the office of the District Sub-Registrar Alipore, South 24-Parganas and recorded in Book No.1, Volume No.11, Pages 205 to 238, Being No.333 for the year 1988.

6. The said Shankarlal Das, the Vendor herein, has let out the said Premises to one Bashir Ahamed Khan, who at present is in possession of the said Premises, as a monthly tenant.

7. The Vendor, due to the low rent, is unable to maintain the said Premises properly and as such has decided to sell the said Premises. The Vendor having learnt that the Purchaser is desirous of purchasing a property in the area where the said Premises is situated, has offered to sell the said Premises to the Purchaser and the Purchaser receiving the said offer from the Vendor, has agreed to purchase the said Premises free from all encumbrances, save and except the monthly tenancy, as aforesaid, at or for the price of Rs.35,00,000/- (Rupees Thirty five lac) only hereinafter called "the consideration amount".

NOW THIS DEED WITNESSETH that in pursuance of the agreement as aforesaid and in consideration of the sum of Rs.35,00,000/- (Rupees Thirty five Lac) only being the consideration amount paid by the Purchaser to the Vendor on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge as per Memo below and of and from the same and every part thereof acquit, release and forever discharge the Purchaser and the said Premises hereby conveyed)

Shankar Lal Das

Arvind Hotels Private Limited

ANIL K. DAS Director

286

(2)

and the Vendor doth hereby grant, convey, transfer, assign, assure and confirm unto the Purchaser absolutely and forever ALL THAT the piece or parcel of land containing by admeasurement an area of 7 Cottahs and 7 Chittacks, be the same a little more or less, together with one storeyed brick built old and dilapidated building standing thereon situated on a portion thereof at the Municipal Premises No.23, Kabi Md. Iqbal Road, Police Station Ekbalpur, Kolkata-700023, more fully described in the First Schedule hereunder written (hereinafter called "the said Premises") and shown by red border in the map or plan annexed hereto OR ~~HOWSOEVER~~ OTHERWISE the said Premises hereby transferred or any part thereof now are or is or at any time, from time to time heretofore were or was situated butted bounded called known numbered described distinguished TOGETHER WITH liberties, privileges, appendages, easements and appurtenances whatsoever thereunto belonging to or occupied therewith AND the reversions, remainder and remainders, rents, issues and profits thereof and every part thereof and together with the estate, right, title and interest, claim and demand whatsoever both at law or in equity of the Vendor into upon or in respect of the said Premises or every part thereof AND ALSO all deeds, writings, pattahs, muniments and evidences of title relating thereto or any part thereof which now are in possession and custody of the Vendor or may hereafter be in the possession or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action either at law or in equity AND all the estate, right, title, interest claim and demand whatsoever both at law or in equity of the Vendor into upon or in respect of the

Shankar Das Das

... Limited

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239

said Premises and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever AND the Vendor hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing by the Vendor, the Vendor has good right, full power and absolute authority to grant, convey and transfer the right, title and interest in the said Premises unto the Purchaser in the manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the same and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person, or persons claiming through or under or in trust for the Vendor AND free from all encumbrances, (save and except the monthly tenancy disclosed as aforesaid), charges, liens, trust, execution and attachments, acquisition/requisition proceedings or defects in title whatsoever AND the Vendor shall and will at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said Premises and every part thereof in the manner aforesaid according to the true intent and meaning of these presents AND the Vendor shall indemnify and keep the Purchaser completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings and all consequences thereof, if the Purchaser may suffer or incur or cause to be suffered or incurred for defect of title of the Vendor in the said Premises and the Vendor hereby agrees and undertakes to pay all the outstanding Corporation taxes and

Shawen Del Rio

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other liabilities including such taxes which may be raised subsequently by Kolkata Municipal Corporation by way of supplementary bills, payable in respect of the said Premises, upto the execution of these presents, and shall also co-operate the Purchaser to mutate the name of the Purchaser in the records of The Kolkata Municipal Corporation as the owner of the said Premises after the purchase thereof.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land containing by admeasurement an area of 7 Cottahs and 7 Chittacks, be the same a little more or less, together with one storied brick built old building having built up area 2126 Square feet, be the same a little more or less, standing on a portion thereof consisting of 13 Rooms (approximately) lying and situated at Premises No. 23, Kabi Md. Iqbal Road, (formerly known as Premises No. 23, Ekbalpur Road) Police Station Ekbalpur, within the Kolkata Municipal Corporation, District Sub-Registrar Alipore, Municipal Ward No. 77, Kolkata-700023, and butted and bounded as follows:-

On the North	:	25, Ekbalpore Road ;
On the South	:	19A & 19B, Ekbalpur Road ;
On the East	:	A passage from 23, Ekbalpur Road to Barrister Lane and Premises No. 24, Ekbalpur Road ;
On the West	:	17, Ekbalpur Road ;

and shown in the Red border in the map or plan hereto annexed.

Shanku Kumar

Arundel Hotels Private Limited

242

(3)

IN WITNESS whereof both the parties hereto have subscribed their respective hand on the day month and year first above written.

SIGNED AND DELIVERED by the above-
named Vendor, SHANKARLAL DAS in the
presence of :

Shankar Lal Das

1. Ramesh Lal Das
G/A E. Wood puz Rozul.

2. Mohammed-Umar.
11/3. Kabitirha Sarani, Kd - 23
Khadarpur.

SIGNED AND DELIVERED for and on be-
half of the aforesaid Purchaser
ARSENAL HOTELS PRIVATE LIMITED by
MD SHAKIL, one of the authorised
Directors in the presence of :

Arsenal Hotels Private Limited

MD SUI
Director

1. Ramesh Lal Das
G/A E. Wood puz Rozul

2. Mohammed-Umar.

247 (2)

RECEIVED from the within named Purchaser within mentioned sum of
Rs.35,00,000/- (Rupees Thirty five lac) only as per Memo below:-

MEMO OF CONSIDERATION

1. By G/L A/C Payslip dated 24.3.2005 No.682292
drawn on Bank of India, Free School Street
Branch for the sum of

Rs.35,00,000/-

TOTAL

Rs.35,00,000/-
=====

[RUPEES THIRTY FIVE LAC ONLY]

WITNESSE

1. Ramesh Lal Das

Shankar Das

(Signature of the Vendor)

2. Mohammed-Umar.

[Signature]
 Book No 8
 Volume No 65
 Pages 233 to 246
 Being No 0127
 For the year 05



[Vertical Stamp]
 SOUTH 24th STREET
 1895
 15/57



[Signature]
 District Clerk
 South 24th Street
 06-04-05