

50.00/- 2342 P (10) (7) MS 4/12/67 678 657/96



STAMP AFFIXED BY

17/6/96

STAMP SUPERINTENDENT,  
CALCUTTA COLLECTORATE

1740.000

Certified that the stamp duty  
Rs. 208 8/10 - realised  
from Sree O. M. Promoters.  
upto 41 & v. did the  
instrument in 41 & v. by  
Challan & Dir. 10.  
Date... 17/6/96

Mr. Karaya  
S. K. T. D.  
7-3-11

250,000

A 2739.00

Rs 19,90,000/-  
Rs 2,00,000/-  
17.6

19/4/00  
A-2739.00

A-2739.00

A. D. S. R. 10.3.98  
Sudhakar

THIS INDENTURE made this the 17<sup>th</sup> day of June

One Thousand Nine Hundred Ninetysix B E T W E E N (1) SRI  
PRAFULLA KUMAR PAUL A N D (2) SRI PRASANTA PAUL, both  
sons of Late Durlav Hari Paul, both by Faith Hindu, both  
by Occupation Retired, (3) SMT. BHARATI BALA PAUL wife of  
Late Biswanath Paul, by faith Hindu, by occupation Housewife,  
(4) SMT. KAMALA BALA PAUL, wife of Late Ananta Kumar Paul,  
by faith Hindu, by occupation Housewife, (5) SMT. BIMALA  
PAUL, by faith Hindu, by occupation Housewife, all resi-  
ding at No.52E, Bondel Road, D.S.-Karaya, Calcutta-700 019,  
hereinafter referred to as the "VENDORS" (which expression



1-0p 17th June 96 Bimala Paul.

17-6-96  
17th June 96  
Addl. Dist. Sub-Registrar.  
Saidah Dist. 24-Parganas. (South)



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Arpan Paul  
s/o B. K. Paul  
52/2 Bondel Road  
Calcutta - 700019  
Occupation - Professional

1. Bimala Paul.

W/o.

2. Prafulla Kumar Paul.

3. Prasanta Pal.

Both sons of st. Durlav Haki Paul.

4. Bharali Bala Pal.

W/o st. Biswanath Pal.

5. Kamala Bala Paul.

W/o st. Ananta Kumar Paul.

All of 52E, Bondel rd.

Thence Karaya cal-19.

All by Hindu.

(23/10/14.5) H/wives

Arpan Paul.

s/o B. K. Paul.

52/2 Bondel rd.

Thence cal-19.

By Hindu.

Professional.

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shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives, successors, nominees and assigns) of the ONE PART A N D SREE OM PROMOTERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 84B, Sambhunath Pandit Street, Calcutta-700 020, P.S.-Bhowanipore, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and assigns) of the OTHER PART :

WHEREAS at all material times one Madan Mohan Paul, since deceased was the absolute Owner as well as in use and enjoyment of several properties including a piece and parcel of land measuring more or less an area of 3 Bighas 10 Cottahs 11.5 Chittacks situate at and lying in Mouza Ballygunge, Holding No.380, Touzi No.2833, Division-V, Sub-Division-H, Dihi Panchanan Gram, District-24 Parganas, within municipal limits of Calcutta Municipality being Municipal Premises No.38, Bondel Road, Calcutta.

AND WHEREAS the said Madan Mohan Paul during his life time executed and registered his last Will and testament dated 24th January, 1928 in respect of his entire estate including the Premises No.38, Bondel Road. By the said Will dated 24.01.1928 the said Madan Mohan Paul appointed his two sons namely Sree Haripriya Paul and Kiran Hari Paul as the executors of the said Will.

AND WHEREAS on the 30th day of July, 1929 the said Madan Mohan Paul died testate living behind him, his six

Prasanta Pal.

2480

Arpan Paul  
s/o B. K. Paul.  
52/2 Bondel Road  
Calcutta - 700019  
Occupation - Professional.



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sons namely Haripriya Paul, Durlav Hari Paul, Kiran Hari Paul, Lalit Hari Paul, Nani Gopal Paul, Phani Gopal Paul and two sons of his pre-deceased son Nitya Gopal Paul namely Jitendra Nath Paul and Nanda Lal Paul.

AND WHEREAS after the death of Madan Mohan Paul the executors named in the said Will dated 24.01.1928 obtained Probate from the Court of the District Delegate, Alipore, in Probate Case No.142 of 1929 and thereafter distributed the entire estate of the said Madan Mohan Paul deceased to the beneficiaries namely Haripriya Paul, Durlav Hari Paul, Kiran Hari Paul, Lalit Hari Paul, Nani Gopal Paul, Phani Gopal Paul, Jitendra Nath Paul and Nanda Lal Paul, as per their respective allotments in terms of the Will dated 24.01.1928.

AND WHEREAS by a Partition Deed dated 20.03.1938 duly registered in the office of the Sub-Registrar Sealdah in Book No.1, Volume No.16, Pages 250 to 288, Being No.784, for the year 1938, the said Durlav Hari Paul was allocated several properties including a piece and parcel of land measuring 3 Cottahs 8 Chittacks 11 sq.ft. more or less being a demarcated portion of municipal Premises No. 38, Bondel Road, Calcutta-700 019, more fully described in the Schedule "Ga" written thereunder.

AND WHEREAS the said Durlav Hari Paul became the absolute Owner of ALL THAT piece and parcel of land measuring more or less 3 Cottahs 8 Chittacks 11 sq.ft. being a demarcated portion of Premises No.38, Bondel Road, Calcutta-700 019, and duly mutated and recorded his name in the assessment register of the Calcutta Municipal



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Corporation which was subsequently renumbered as Premises No.38/G, Bondel Road, Calcutta-700 019, more fully described in the First Schedule hereunder written and hereinafter referred to as the "said property".

AND WHEREAS the said Durlav Hari Paul had two wives namely Sushila Paul being the First Wife and Gouri Bala Paul the Second Wife.

AND WHEREAS the said Sushila Paul, first wife of Durlav Hari Paul had predeceased the said Durlav Hari Paul.

AND WHEREAS on the 21st day of February, 1959 the said Durlav Hari Paul died intestate leaving behind him his second wife Gouri Bala Paul, five sons namely, Basanta Kumar Paul, Sailendra Nath Paul, Promoth Kumar Paul, Prasanta Kumar Paul, Prafulla Kumar Paul and four daughters namely Bharati Bala Paul, Kamala Bala Paul, Bimala Bala Paul and Raila Bala Paul as his legal heirs and representatives.

AND WHEREAS upon the death of Durlav Hari Paul the said wife, sons and daughters of Durlav Hari Paul deceased jointly became the Owners of the said property each having undivided and undemarcated one-tenth share and interest.

AND WHEREAS while seized and possessed of the said property said Gouri Bala Paul died intestate on 7.4.1983 leaving behind her aforesaid sons and daughters who thus jointly inherited the said share of Gouri Bala Paul in the said property and accordingly each of the sons and daughters acquired undivided one-ninth share in the said property.



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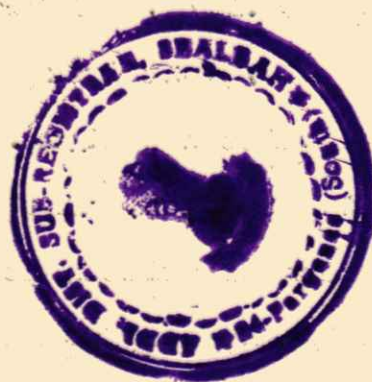


AND WHEREAS while seized and possessed of the aforesaid property one of the daughter of said Durlav Hari Paul namely Raila Bala Paul died intestate leaving behind her only daughter Smt. Surati Bala Paul as her legal heir and representative who thus inherited the said undivided one-ninth share of her mother namely Rahila Bala Paul in the aforesaid property.

AND WHEREAS by virtue of inheritance the Vendors herein alongwith Basanta Kumar Paul, Sailendra Nath Paul, Promoth Kumar Paul and Smt. Surati Bala Paul jointly became the absolute Owners of the said property, each having undivided and undemarcated one-ninth share therein.

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase ALL THAT the undivided and undemarcated Five-ninth share and interest in the said premises No.38/G, Bondel Road, P.S.-Karaya, Ward No.65 Calcutta-700 019, containing by admeasurement and area of 3 Cottahs, 8 Chittacks 11 sq.ft. together with the structures standing thereon, more fully described in the Second Schedule hereunder written at or for a total consideration of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand only) free from all encumbrances, charges, liens, lispendense, attachments whatsoever.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand only) paid by the Purchaser to the Vendors on or before the execution of these presents the receipts whereof the Vendors doth hereby admit and acknowledge of and from the same and



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every part thereof doth hereby acquit release and forever discharge the Purchaser its successor or successors-in-interest and/or permitted assigns and every one of them and also the said property the Vendors as beneficial Owners doth hereby by these presents indefeasibly grant sell convey transfer assure and assings unto the Purchaser its successor or successors-in-interest and/or assigns ALL THAT the undivided and undemarcated five-nineth share and interest in the said premises No.38G, Bondel Road, Ward No.65, P.S.-Karaya, Calcutta-700 019, containing by admeasurement an area of 3 cottahs 8 chittacks 11 sq.ft. together with the structures standing thereon more fully and particularly described in the Second Schedule hereunder written OR HOWSOEVER otherwise the said property now or heretofore were or was situated butted bounded called known numbered described and distinguished TOGETHER with the structures standing thereon and benefit and advantages of ancient and other lights liberties easements privileges appendages and appurtenances whatsoever in respect of the said property or any part thereof belonging to or anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions remainder and remainders rents issue and profits thereof and of every part thereof AND ALL the estate right title inheritance use trust property claim demand whatsoever both at law and equity of the Vendors into and upon the said property and every part thereof AND ALL deeds, pattas, muniments, writings and evidences of title which in anywise related to the said property or any part or



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parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendors or their heirs, executors, administrators, legal representatives and assigns or any person from whom he or they can may or procure the same without any lawful action or suit at law or in equity ~~NO~~ ENTER INTO AND HOLD OWN POSSESS AND ENJOY the said property and every part thereof hereby granted sold conveyed transferred assured and assigned or expressed and intended so to be with their right members and appurtenances unto and to the use of the Purchaser its successor or successors-in-interest and/or successors forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendors from to these presents AND the Vendors doth hereby for themselves their heirs, administrators, legal representatives, successors and assigns covenant with the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns THAT notwithstanding any act deed or thing whatsoever by the Vendors or any of their predecessors and ancestors in title done or executed or knowingly suffered to the contrary the Vendors had at all times heretofore and now have and got good right full power and absolute authority and indefeasible title to grant sell convey transfer assure and assign or expresses or intended so to be unto and to the use of Purchaser its successor or successors-in-interest legal representatives and assigns in the manner as aforesaid AND THAT the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns shall and may



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at all time hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents issues and profits, thereof without any lawful eviction, hindrances and interruption, claim or demand 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 or under any of their predecessors or ancestors in title AND THAT free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently save indemnified of from and against all and all manner of claims charges liens debts attachment encumbrances whatsoever made or suffered by the Vendors or any of their ancestors or predecessors in title or person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT THE Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust from the Vendors or any of their ancestors and predecessors in title shall and will from time to time at all times hereafter at the request and cost of the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns do and execute or caused to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser its successor and successors-in-interest and/or legal representatives according to the true intent meaning of these presents as shall or may be reasonably required



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AND FURTHER MORE THAT the Vendors and all their heirs, executors, administrators, legal representatives, successors and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns against all loss damages costs charges and expenses if any suffered by reason of any defect in the title of the Vendors or any breach of the covenants hereinunder contained.

THE FIRST SHCEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing by admeasurement in an area of 3 Cottahs 8 Chittacks 11 sq.ft. more or less, together with the structures standing thereon, <sup>measuring an area 371 ft<sup>2</sup> APPROX,</sup> being on undemarcated portion of Municipal Premises No.38/G, Bondel Road, P.S.-Karaya, Ward No.65, Calcutta-700 019, District 24-Parganas(South), butted and bounded in the following manners, that is to say :

IN THE NORTH BY : BY PREMISES NO.38F, BONDEL ROAD ;  
 IN THE EAST BY : BHARAT BATTERY ;  
 IN THE SOUTH BY : BY PREMISES NO.38A, BONDEL ROAD ;  
 IN THE WEST BY : BY PREMISES NO.38C, BONDEL ROAD ;

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the undivided and undemarcated five-nineth share and interest in the said land and premises as particularly described in the First Schedule hereinabove written togetherwith all the advantages and easements belonging thereto.



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IN WITNESS WHEREOF the Vendors have hereto set and subscribed their respective hands and seals on these presents on the day month and year first above written.

SIGNED, SEALED & DELIVERED by

the VENDORS at Calcutta in  
the presence of :

- 1) Debabrata Banerjee  
27. C. R. Colony  
Calcutta - 700 092
- 2) Arpan Paul  
52/2 Bendal Road  
Calcutta - 700019

( PRAFULLA KUMAR PAUL )

( PRASANTA PAUL )

( SMT. BHARATI BALA PAUL )

( SMT. KAMALA BALA PAUL )

( SMT. BIMALA PAUL )



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RECEIVED of and from the withinnamed  
PURCHASER the withinmentioned sum of  
Rs.2,50,000/- (Rupees Two Lacs Fifty  
Thousand only) being the withmentio-  
ned consideration money of the fore-  
going Conveyance as per Memo below :

Rs.2,50,000/-

# MEMO OF CONSIDERATION

Received a Cheque No.783215 dated  
22-04-95 drawn on Andhra Bank,  
Ballygunge Branch, Calcutta

Rs. 5,000/-

Received a Cheque No.783214 dated  
22-04-1995 drawn on Andhra Bank,  
Ballygunge Branch, Calcutta

Rs. 5,000/-

Received a Cheque No.783211 dated  
22-04-95 drawn on Andhra Bank,  
Ballygunge Branch, Calcutta

Rs. 5,000/-

Received a Cheque No.783212 dated  
22-04-95 drawn on Andhra Bank,  
Ballygunge Branch, Calcutta

Rs. 5,000/-

Received a Cheque No.783213 dated  
22-04-95 drawn on Andhra Bank,  
Ballygunge Branch, Calcutta.

Rs. 5,000/-

Received a Cheque No.121287 dated  
17.6.96 drawn on Andhra Bank,  
Ballygunge Branch, Calcutta.

Rs. 50,000/-

Received a Cheque No.121288 dated 17.6.96  
drawn on Andhra Bank,  
Ballygunge Branch, Calcutta.

Rs. 50,000/-

Received by Cash (R.B.I. Notes)  
on

Rs.1,25,000/-

TOTAL

Rs.2,50,000/-

(Rupees Two Lacs Fifty Thousand only )

## Witness :

Debabrata Banerjee  
217. C.R. Colony.  
Calcutta - 700 092

Drafted by me

Pradip Mitrar  
( ADVOCATE ) City Court

Typed by me.

বিস্বনাথ মল  
প্রদীপ মিত্র  
কমলা বসু  
আবু বসু  
প্রদীপ মিত্র

15/6/96

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**Addl. Dist. Sub-Registrar.**  
**Maldah Dist 24-Parganas, (South)**  
**17-6-96**



DATED

DAY OF

1996

- 1) SRI PRAFULLA KUMAR PAUL
- 2) SRI PRASANTA PAUL
- 3) SMT. BHARATI BALA PAUL
- 4) SMT. KAMALA BALA PAUL
- 5) SMT. BAMALA PAUL

..... VENDORS



A N D

SREE OM PROMOTERS PRIVATE LIMITED

..... PURCHASER

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CONVEYANCE



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Sealdah, Dist. 24-Parganas, (South)

15/7/99

PRADIP MITRA, ADVOCATE

HIGH COURT, CALCUTTA.

119  
400  
98  
698  
132

148A  
1376