

8 3933

D. 2862
S.A. case no. 1162/96



STAMP AFFIXED BY
19/10/96
STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

A-2739.00
B-7.00
2746.00

25000/-

9-12500/-

C-5000/-

200-10/-

17510/-

200-10/-

17520/-

Total 234.00

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C O N V E Y A N C E

30.10.96

THIS INDENTURE is made on this 27th day of September One Thousand Nine Hundred Ninety Six BETWEEN

M/S. LOTUS PROJECTS (P) LTD. having its registered office at 78/A, Amherst Street, P.S. Amherst Street, Calcutta - 700 009, represented hereby its Director named Sri Parasmal Bachhawat, hereinafter called and referred to as "the VENDOR" of the Party of FIRST PART.

A N D

SRI INDRADEEP ROYCHOWDHURY, son of Sri Tejomoy Roychowdhury, residing at CE-214, Salt Lake, Station I, Calcutta - 700 064, hereinafter called and referred to as "the PURCHASER" of the Party of SECOND PART.

78500/-
3-39250/-
C-15700/-
54950/-

Sufficient
A.L. 862500

54950/-
Sri Indradeep Roychowdhury
18/10/96
869733
30/10/96

30.10.96

UJAN REALTY PVT. LTD.

contd... p/2

Jayant Bose
Director

As Constituted Attorney on Behalf of Smt. Manju Roychowdhury, Sri Joydeep Roychowdhury & Sri Indradeep Roychowdhury

1-22/96
As per registration of
27/9/96
as per the Sub-Registrar
Parasmal Bachhawat
at 10/10/96



27/9/96
As per the Sub-Registrar
at 10/10/96

Parasmal Bachhawat.
as director for M/s. Lotus Projects (Pvt.)
of 73/A, Ambher Street,
Sec-1, P.O. Ambher, Calcutta-9.
By Date _____
or profession _____

THE LOTUS PROJECTS PRIVATE LIMITED
Parasmal Bachhawat



5024

THE LOTUS PROJECTS PRIVATE LIMITED
Parasmal Bachhawat
DIRECTOR

Shankar Ray

Advocate
Cal. High Court
S/o of _____
Place _____
By Date _____
or profession _____

Manjushree
Advocate

UJAN REALTY PVT. LTD.
Jayant Bose
Director

27/9/96
As per the Sub-Registrar
at 10/10/96

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

WHEREAS terms or expression of the above stated words the "VENDOR" and "the PURCHASER" shall, unless excluded by or repugnant to the context, be deemed to include their respective heirs, executors, administrators and legal representatives and assigns.

AND WHEREAS :

1. By a registered Deed of Partition dated 11.10.1947 One Nanda Dulai Sreemany, out of the total ancestral properties, was allotted a plot of revenue free land measuring more or less 11(eleven) cottahs with structure wherein having the present municipal No. 194C, Satin Sen Sarani (Old Manicktolla Main Road), Calcutta - 700 054.
2. Through an Indenture of Lease dated 6.10.1975, being duly registered in the office of Registrar of Assurances, Calcutta and being duly recorded in Book No.1, Volume 231, Pages 121-130, Sl.No. 5856 for the year 1975, the said Nanda Dulai Sreemany, (as absolute Owner-Lessor therein) renewed the lease for another 21 years in favour of Janaki Jiban Mallick and Others as Lessees therein under certain terms and conditions, as stipulated therein.
3. The said Lessee letout the leasehold property to few persons who, except one tenant named M/s. Lyka Engineering Works, have surrendered their respective right of Tenancy to the Vendor under separate written Instruments.

UJAN REALTY PVT. LTD.
CONFID. P/3.

Jayantra Bose
Director

As Constituted Attorney of Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury



উজান রিয়েলিটি প্রাইভেট লিমিটেড
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UJAN REALTY PVT. LTD.

Jayanta Bose

Director

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

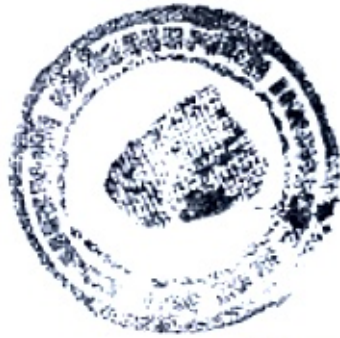
4. That the said lessee had also transferred their Leasehold right upon the said property in favour of the Vendor.
5. The said Nanda Dulal Sreemany being absolute owner of the Property, created a Trust under written Instrument being duly registered in the Office of Registrar of Assurances, Calcutta, in the year 1991, wherein he was settlor and his grand-daughter Sm. Mitali Pal, was sole beneficiary Trustee.
6. Through the said Deed of Trust, said Settlor conveyed, transferred granted, assigned some of his properties into the said Trust with includes the property under said Indenture the premises being No. 194C, Satin Sen Sarani (old Manicktolla Main Road), Calcutta - 700054 (details described in attached scheduled) which was leased out under Lesse Deed as stated hereinbefore.
7. Said Sm. Mitali Pal was appointed by Settlor as the Sole Beneficiary Trustee with a right to sale the property under said trust.
8. By virtue of the aforesaid Trust, the aforesaid Sole beneficiary Trustee i.e. Sm. Mitali Pal got absolute right to sell the property, which was under absolute possession of her since the day of creation of aforesaid Trust.

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UJAN REALTY PVT. LTD.

Jayanta Bose
Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury



27996

27996

UJAN REALTY PVT. LTD.

Jayant Bose

Director

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Jaydeep Roychowdhury
& Sri Indradeep Roychowdhury

9. That according to the above mentioned right, with confirmation of the Trustee, Sri Nanda Dalal Sreenany, said Sn. Mitali Pal transferred her all right, title and interest upon the property, measuring more or less 11 Cottahs, situated at 194C, Satin Sen Sarani, Calcutta - 700 054, to the Vendor of this Indenture under two separate Deeds of Conveyance dated 4th August, 1995, wherein the Purchaser was M/s. Lotus Projects (P) Ltd., the Vendor of this Indenture.
10. That both the aforesaid Deeds were registered in office of the Sub-Registrar, Sealdah on 6.9.95 being Sl.No. 1603 and 1604 respectively.
11. That since purchase the Vendor is enjoying the property as absolute Owner and the same is under his possession except 7 Cottahs with structure which is under possession of the said Tenant named M/s. Lyka Engineering Works.
12. That after going through all available records, the Purchaser became satisfied about the title, right, interest and ownership of the Vendor upon the property (as mentioned details in Schedule-B) and thereafter decided to purchase the same.
13. That the Purchaser proposes to purchase one-third undivided share in the land with structure of the

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UJAN REALTY PVT. LTD.

Jayant Bose
Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury



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UJAN REALTY PVT. LTD.
Jayanta Bose
Director

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

said tenanted portion of the land for Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) and the same is accepted by the Vendor as it seems the highest market rate of such incumbered property (details of the property is mentioned in Schedule-B).

14. That the Purchaser hereby pays a sum of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) in the manner as stated in Memo of Consideration, annexed hereto, as full and final payment towards consideration money receipt of which is hereby acknowledged by the Vendor.

NOW THIS INDENTURE IS BEING WITNESSETH AS FOLLOWS :-

1. That in pursuance of said receipt of agreed consideration money of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) the Vendor hereby agrees to sell an undivided one-third share in the tenanted portion of the property at 194C, Satin Sen Sarani, Calcutta - 700 054, (details given in attached Schedule-B) and the Purchaser hereby agrees to purchase the same.
2. That on payment of said consideration money by the Purchaser (receipt of which is hereby admitted and acknowledged by the Vendor) THE VENDOR hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN and ASSURE unto the PURCHASER :-

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UJAN REALTY PVT. LTD.

Jayprakash Bose

Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury



27996

UJAN REALTY PVT. LTD.

Jayant Bose

Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

ALL THAT undivided one-third share in the tenanted portion of the Property at 194C, Gatin Sen Sarani, Calcutta - 700 054 (as per details in Schedule-B) hereunder written and hereinafter called "the said property".

TOGETHER WITH the all easement and appurtenances standing thereon whatsoever thereunto belonging or held or occupied therewith including easement right.

AND ALL the estate right, title, interest, property claim and demand whatsoever the Vendor into or upon the said property hereditaments and premises and every part thereof and all other rights, and Properties herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured and/or intended so to be and every part thereof.

AND ALSO all deeds, pottahs, writings, muniments and evidence of title relating thereto or any part thereof which now are 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 TOGETHER WITH easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said property, being fully let out to M/a. Lyka Engineering Works and as is wherein basis and the Vendor hereby covenants with the Purchaser that the

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UJAN REALTY PVT. LTD.

Jayanta Bose

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury



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UJAN REALTY PVT. LTD.

Jayprakash Bose

Director

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

Vendor has good right, full power and absolute authority to grant, convey, transfer, assign and assure the said property hereditaments and premises (as stated in Schedule-B) unto the Purchaser in the manner aforesaid.

TO HAVE AND TO HOLD the said property, as is wherein basis and as fully described in the attached Schedule hereby granted sold, conveyed, transferred, assigned and assured and every party thereof respectively absolutely and forever.

AND FURTHER THAT the Vendor and all persons, having or lawfully or equitably claiming any estate or interest in the property under this indenture or any part thereof from under or in trust for the Vendor, shall and will from time to time and at all times hereafter, at the request and cost of the Purchaser, do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in manner as shall or may be reasonably required.

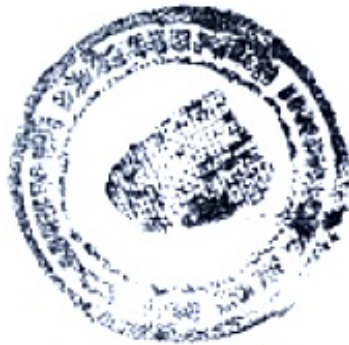
AND THAT the Vendor shall and will save harmless and keep indemnified the Purchaser against all loss or damages to or deterioration of the said property, under this Deed of Sale they may hereafter appear to have been caused by willful waste or negligence on the part of the Vendor.

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UJAN REALTY PVT. LTD.

Jayanta Bose
Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury



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27/9/96

UJAN REALTY PVT. LTD.

Jayanta Bose.

Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

IN WITNESS WHEREOF the Vendor hereto have executed these presents the day and month the year first above written.

SIGNED AND DELIVERED

By the VENDOR at
CALCUTTA

IN THE PRESENCE OF :

Joydeep Roychowdhury PRIVATE LIMITED
Manjushree
DIRECTOR
V E N D O R

SCHEDULE 'A' AS REFERRED TO

ALL THAT property measuring more or less 11(eleven) cottahs, alongwith structures thereupon, being situated at and known as premises No. 194C, Satin Sen Sarani, (previously known as Manicktolla Main Road) P.S. Manicktolla, Calcutta - 700 054, which is butted and bounded by :-

ON THE NORTH : 194C, Satin Sen Sarani ;
ON THE SOUTH : 194B, Satin Sen Sarani ;
ON THE EAST : 194a, Satin Sen Sarani ;
ON THE WEST : 20' wide Road.

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UJAN REALTY PVT. LTD.

Jayanta Bose
Director

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury



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UJAN REALTY PVT. LTD.

Jayant Bose

Director

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

SCHEDULE 'B' AS REFERRED TO

ALL THAT undivided one-third share in the property fully let out to M/s. Lyka Engineering Works, measuring seven Cottahs along with proportionate share in structure thereupon which is being situated as a portion of 194C, Satin Sen Sarani (Old Manicktolla Main Road) under P.S. Manicktolla, Calcutta - 700 054 which is bounded and bounded by :

- ON THE NORTH : Plot No. 194B, Satin Sen Sarani, Calcutta - 700 054 ;
- ON THE SOUTH : Plot No. 194B, Satin Sen Sarani, Calcutta - 700 054 ;
- ON THE EAST : Remaining portion of 194C, Satin Sen Sarani, Calcutta - 700 054, measuring more or less 3 Cottahs.
- ON THE WEST : C.I.T. Road

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UJAN REALTY PVT. LTD.

Jayant Bose
Director

As Constituted Attorney on Behalf
of. Smt. Manju Roychowdhury,
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& Sri Indradeep Roychowdhury



27996

UJAN REALTY PVT. LTD.

Jayanta Bose

Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

DATED 27th DAY OF SEPTEMBER, 1996

C O N V E Y A N C E

PROPERTY : Undivided One-third share
in a tenanted portion
within premises No. 194C,
Satin Sen Sarani, Calcutta
- 700 054.



Sub-Registrar,
Calcutta, West Bengal

27-9-96

VENDOR : M/S. LOTUS PROJECTS (P) LTD.

PURCHASER : SRI INDRADEEP
ROYCHOWDHURY



Registered in _____
Book No. _____
Volume No. _____
Page No. _____
Serial No. _____
Date _____

SHANKAR ROY
Advocate

P-8, Beliaghata Main Road
Calcutta - 700 085. Phone : 350-5569

UJAN REALTY PVT. LTD.

Jayanta Bose
Director

As Constituted Attorney on Behalf
of Smt. Manju Roychowdhury,
Sri Joydeep Roychowdhury
& Sri Indradeep Roychowdhury

13-2-98
am 29/10

3/19/9