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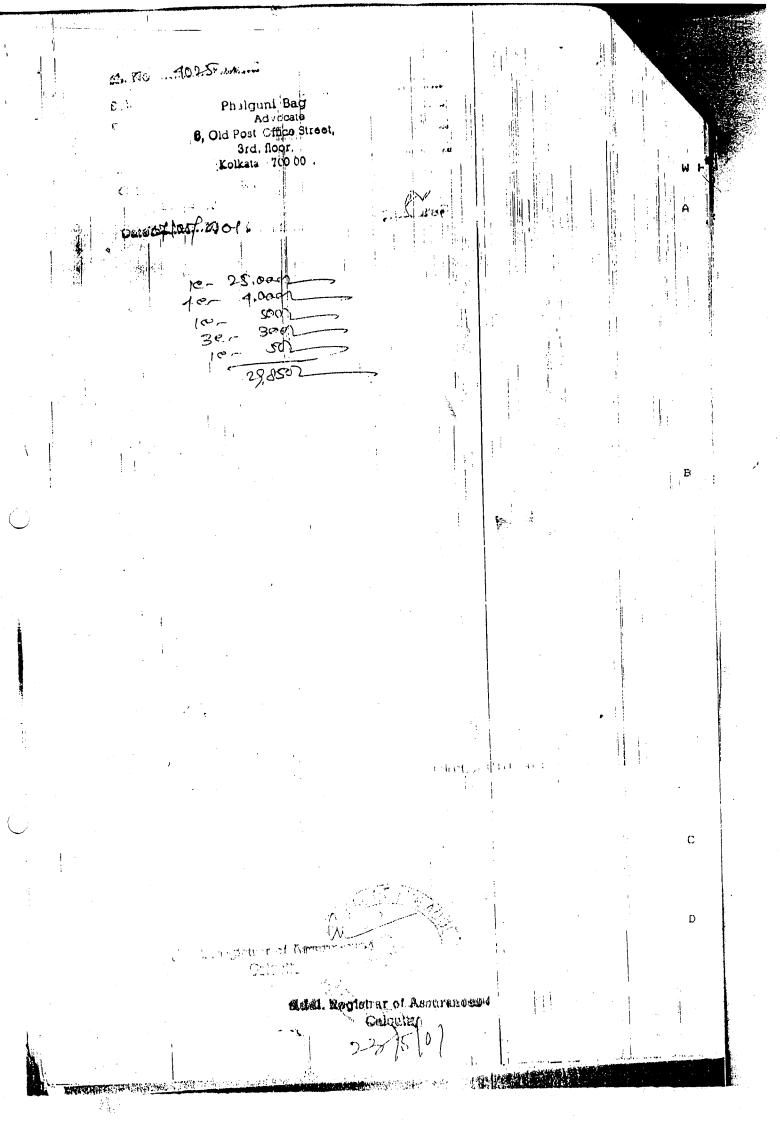
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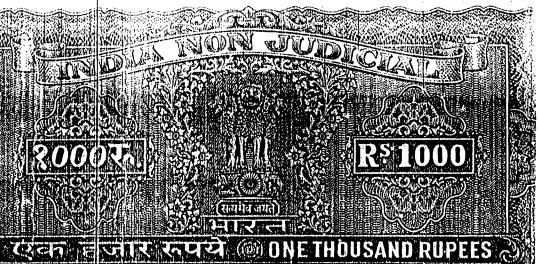
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reet, Kolkata and (2) <u>PRADIP KUMAR GHOSH</u> son of Late rendra Krishna Ghosh, residing at No. 47, Parthuriaghata reet, Kolkata 7000006, both being the executors in respect

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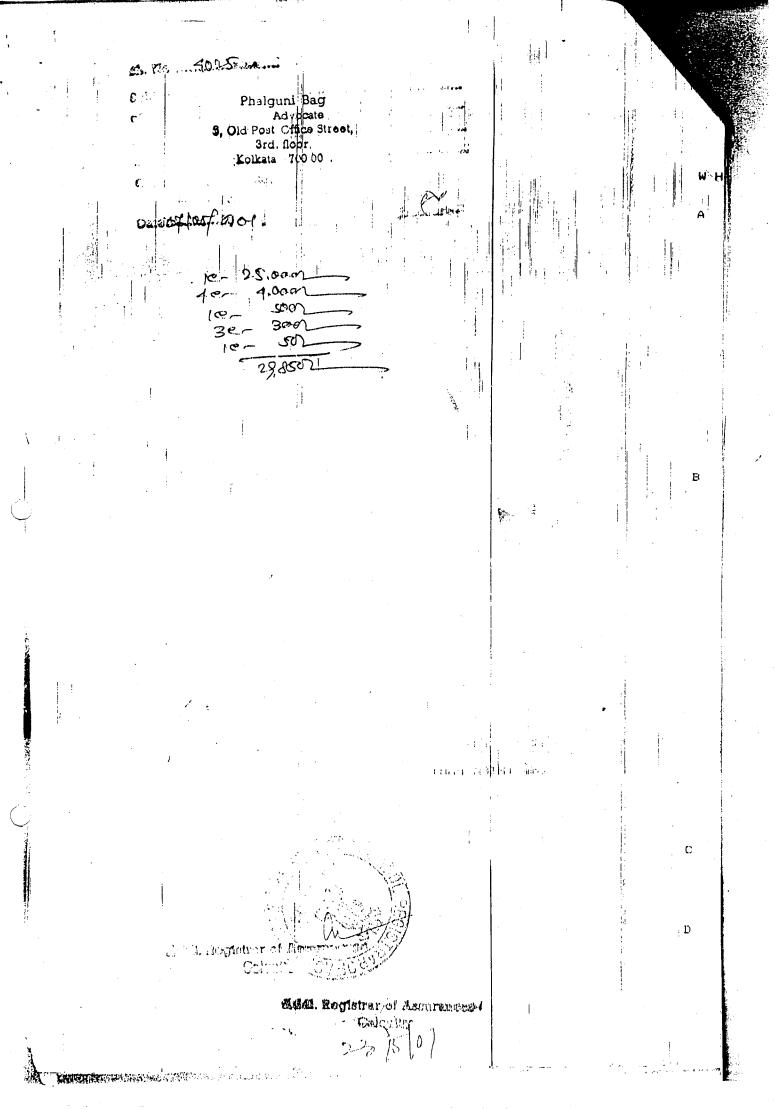


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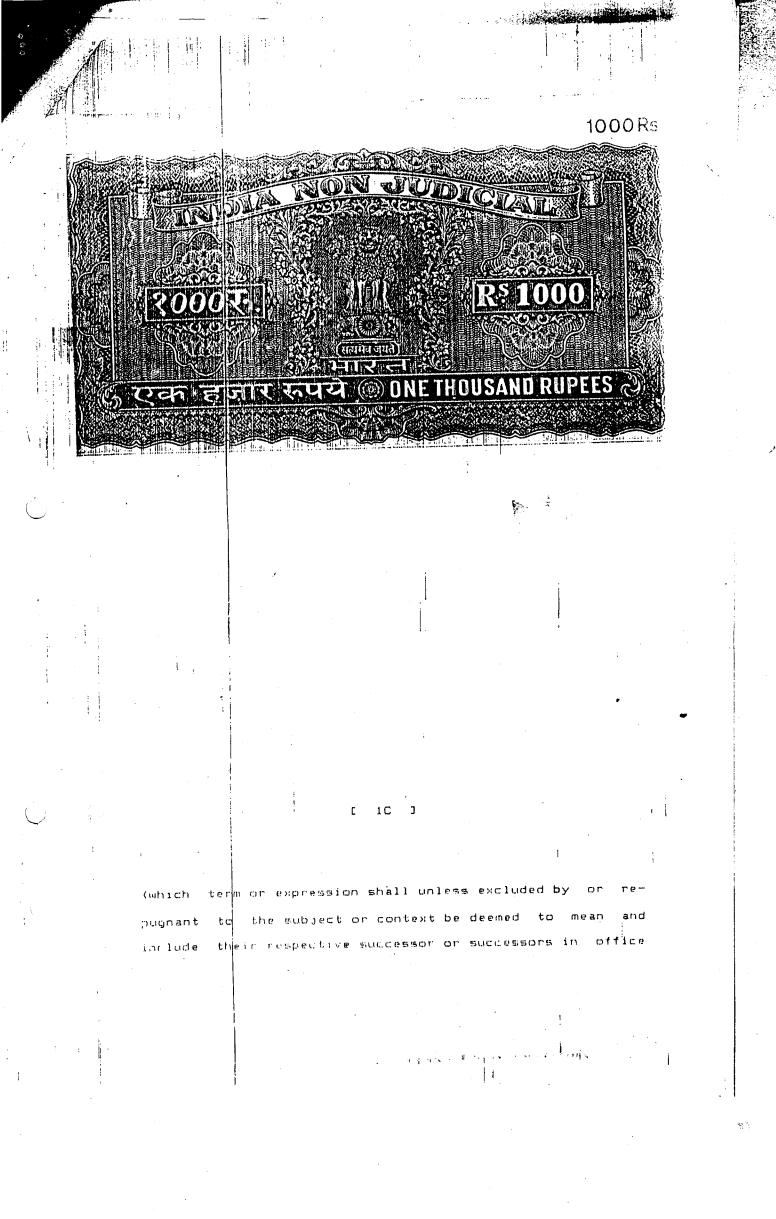


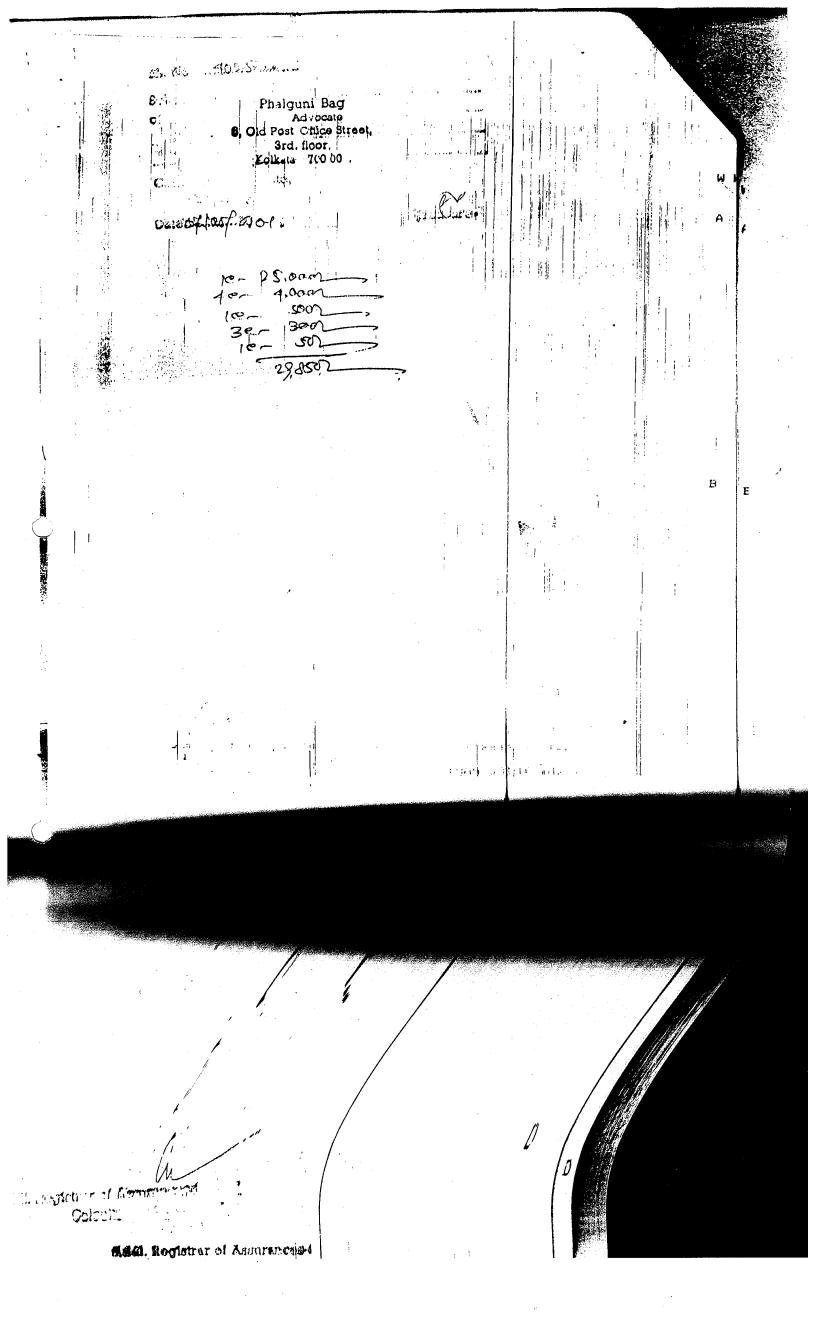
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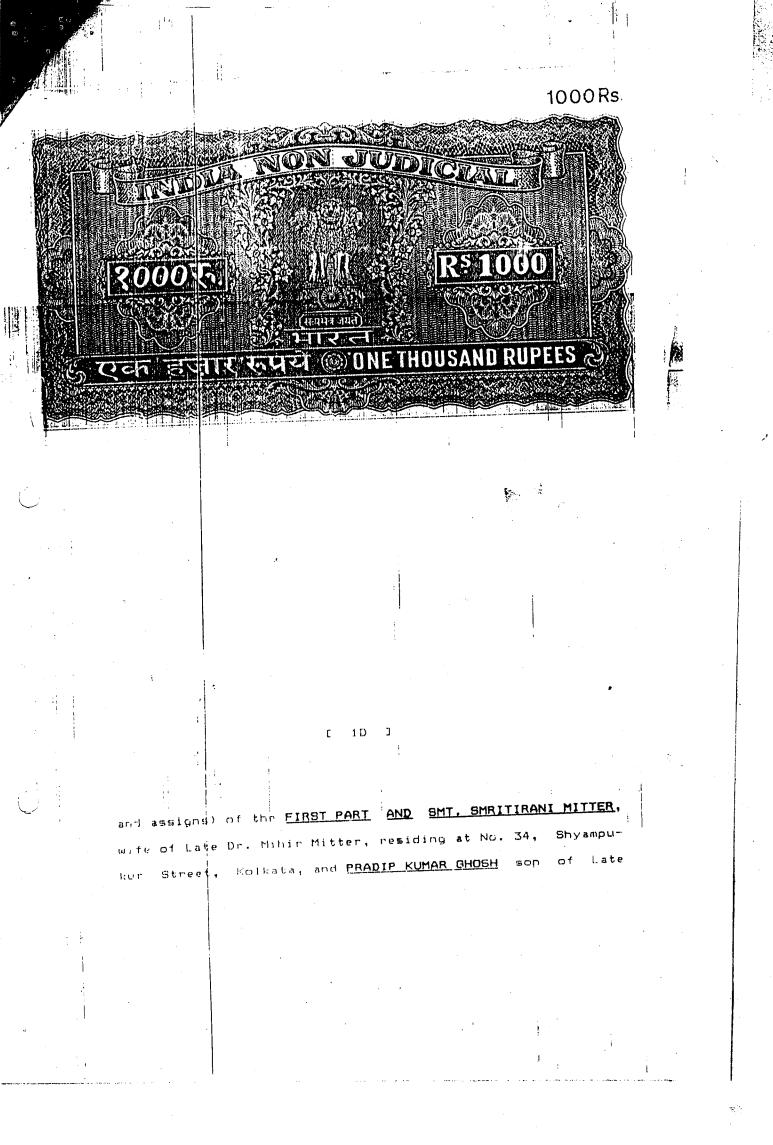
of the estate of Late Asit Kumar Ghosh under the Last Will and Testament dated 28th September, 1994, hereinafter jointly and/or collectively called "<u>THE EXECUTORS/VENDORS</u>"



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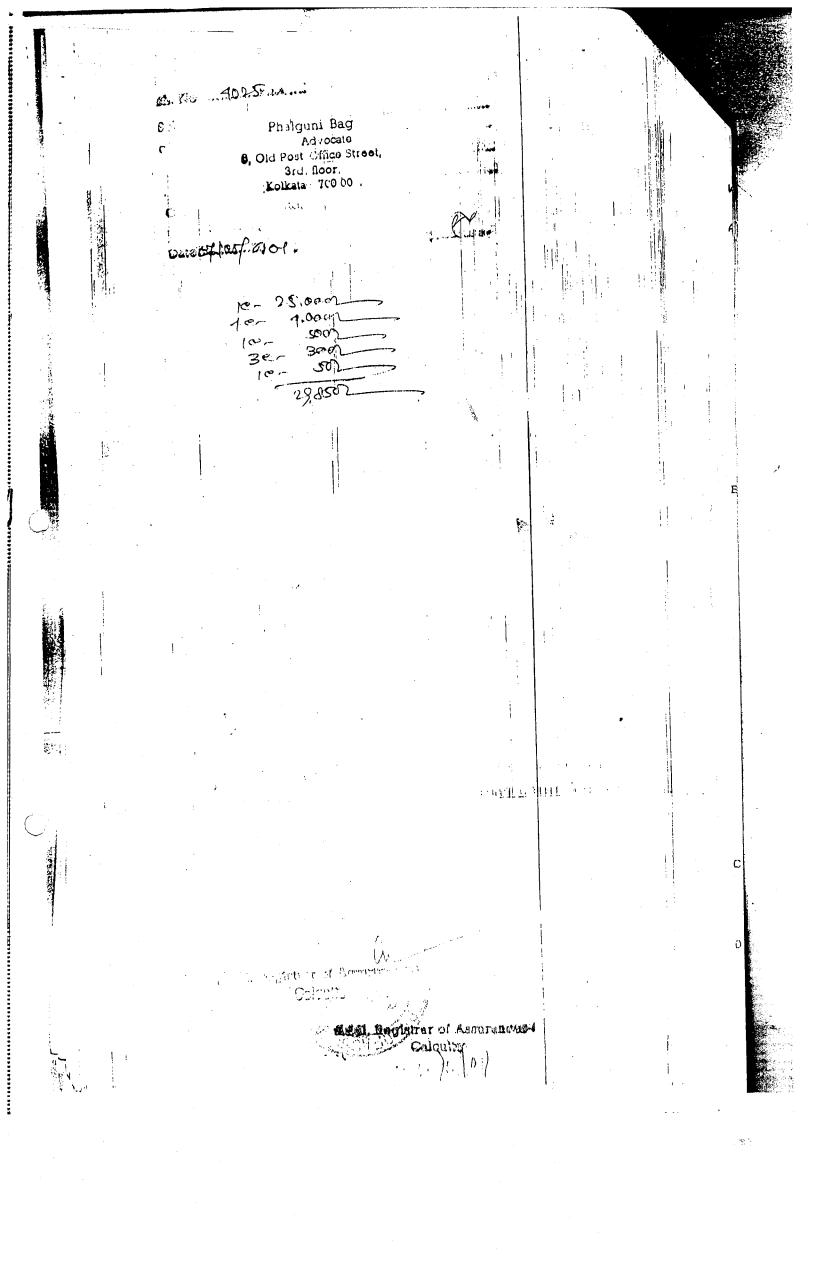


Jitundra Krishna Ghosh, residing at No. 47, Parthuriaghata Etreet, Koikata 700 006, hereinafter jointly called the "CONFIRMING PORTIEB" (which term or expression shall unless

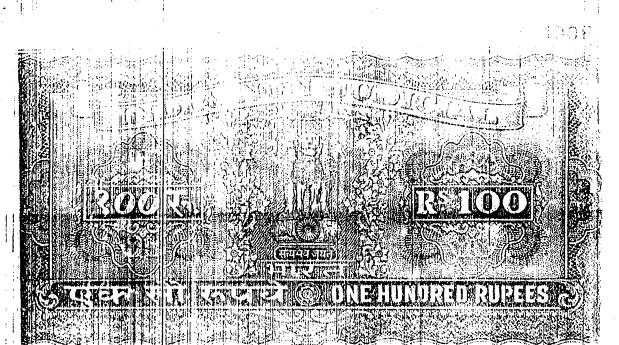
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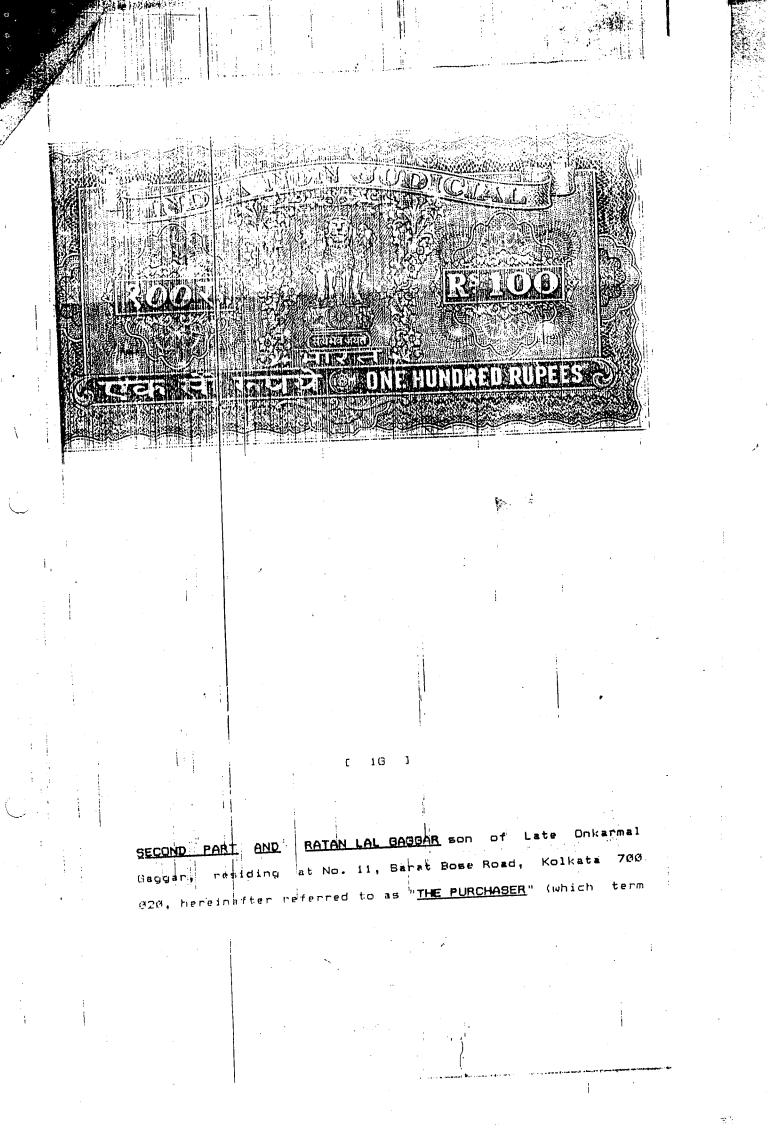


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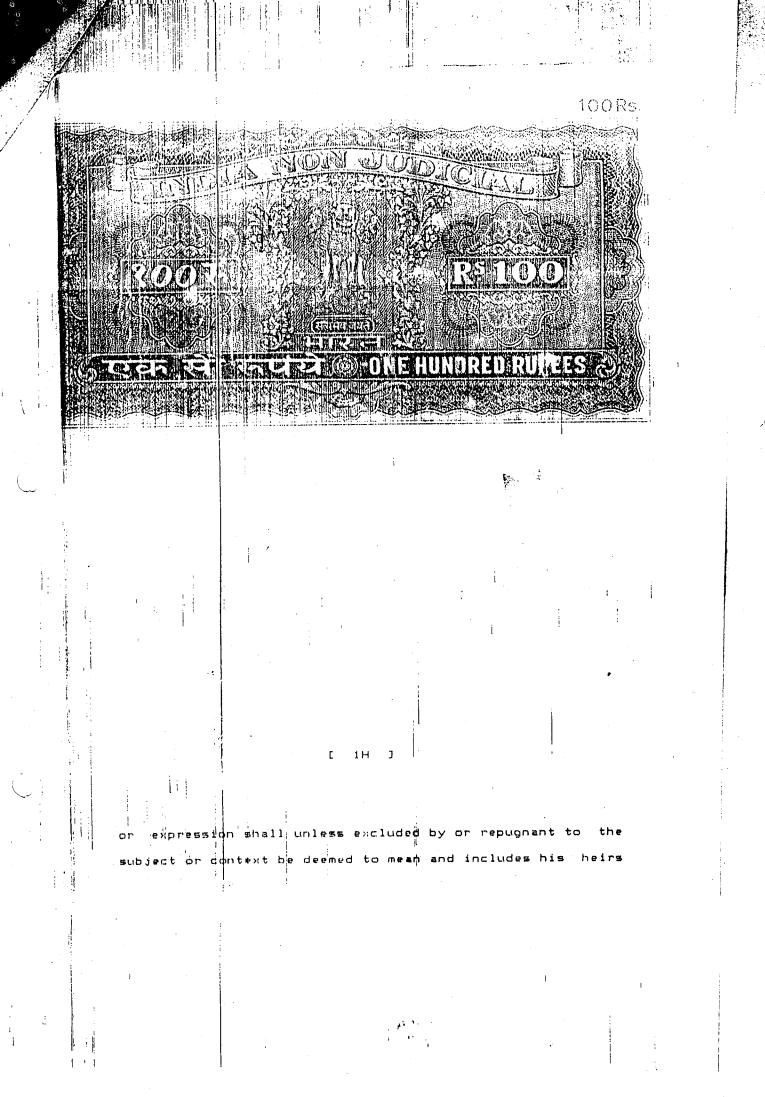
excluded by or repugnant to the subject or context be diemed to mean and includes their respective heirs legal representatives executors administrators and assigns) of the

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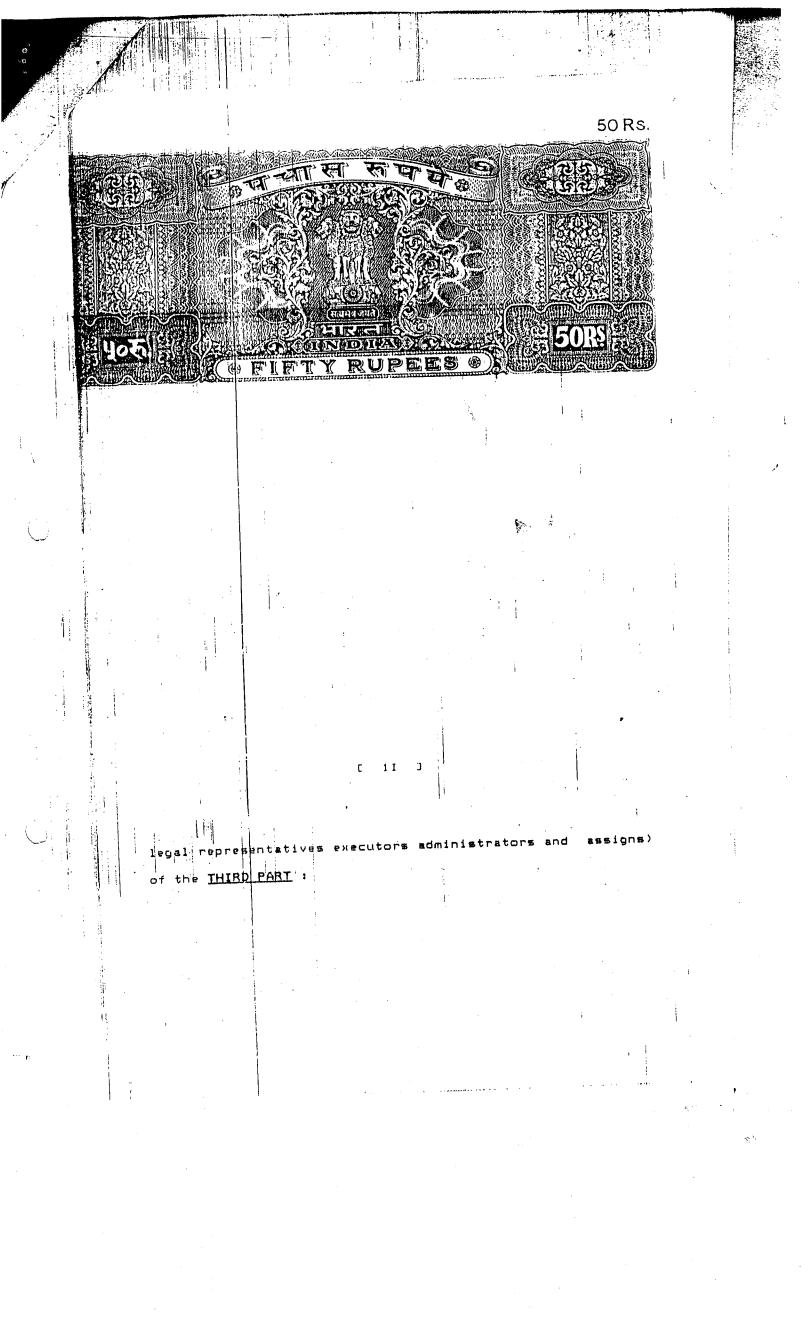


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#### WHEREAS:

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Asil Erman Ghosh (since deceased) who was a Hindu governon by Dayshhaga School of Hindu Law during his life time was absolutely seised and possessed of and/ or otherwise well and sufficiently entitled to various immovable properties including the Municipal Premises No. 11 Sarat Bose Road, Kolkata 700 020, TOGETHER WITH the buildings and structures situate and standing thereon hereinafter for the sake of brevity referred to as THE ENTIRE PREMISES/PROPERTY).

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During the lifetime of the said Asit Kumar Ghosh a portion of the said premises being premises No. 11 Sarat Bose Road, Kolkata 700 020 admeasuring an area of 0.0627 hectare (equivalent to 0.155 acres) has been acquisitioned for CALCUTTA METROPOLITAN DEVELOPMENT AUTHORITY (hereinafter referred to as the CMDA POR-TION) which is presently under challenge and the remaining part of the SAID PREMISES is hereinafter referred to as the PREMISES more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and also shown and delineated in the map or plan annexed hereto and bordered in colour "RED" thereon (hereinafter referred to as "THE PREMISES").

The said Asit Kumar Ghosh died as a bachelor on 18th November, 1994.

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Before his death the said Asit Kumar Ghosh had executed his last Will and Testament dated 28th September,1994 whereby and whereunder he appointed Pallav Kumar Banerji (since deceased), Sunil Krishna Ghosh and Pradip Kumar Ghosh as his executors and/or trustees and by and under the said Will he gave be-queathed and devised amongst others ALL THAT the said Premises as provided for in the said Will and Testament dated 28th September, 1994.

The said Will and Testament further provides that after providing for various legatees as provided for in the said will the rest of the properties including the said Promises shall absolutely and forever belongs to Smt. Smrivirani Mitter and Pradip Kumar Ghosh, the Confirming Parties herein, in equal shares.

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The entiraty of the said Premises EXCEPTING the said CMDA PORTION is under the tenancy of one K. G. Gaggar (hereinafter called the said TENANT) and the said tenant, at all material times had extensive Powers and authorities including assigning of the tenancy right and/or to make additions and/or alterations into or upon the said Premises at his own cost and certain portions are in illegal and wrongful occupation and the total rent realised or received by the Estate of Late Asit Kumar Ghosh is not exceeding Rs.900/- per month.

After the death of the said Asit Kumar Ghosh the Executors named in the said WILL AND TESTAMENT filed an application in the High Court at Calcutta in its

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Testamentary and Intestate jurisdiction being PLA No.257 of 1997 for grant of probate.

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- On 7th December 1999 during the pendency of the said application for Probate, the said Pallav Kumar Banerji (one of the Executors in the said Last Will and Testament dated 28th September 1994) died leaving Sri Sunii Krishna Ghosh and Sri Pradip Kumar Ghosh (the two Executors/Vendors herein) as the only Executors.
- I In pursuance of the said application for Probate the Hon'ble High Court at Calcutta was pleased to grant the probate in respect of the said WILL and testament dated 28th September, 1994 and as such all the properties including the said premises remains vested in the said two Executors.
  - The Executors have not given their assent in favour of the legatees (being the Confirming Parties herein) in respect of the said premises and they are still in charge of the said Premises/ property.
  - During the pendency of the said application for grant of probate, the Hon'ble High Court at Calcutta directed for sale of two of the properties of the Estate of Late Asit Kumar Ghosh but the same could not be sold.
  - The buildings and structures situated at the said premises are more than 100 years old and are in a dilapidated condition and is presently in occupation of the

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said Tenant having extensive powers and authorities and also for the purpose of payment of various amounts to disbursed in the manner provided for in the said Will and Testament dated 28th September, 1994 and with the consent and concurrence of the Confirming Parties herein (being the legatees) entitled to the said Premises under the said WILL and Testament dated 28th September, 1994 the Vendors/ Executors each of them respectively have agreed to sell and transfer with the consent and concurrence of the Confirming Parties ALL THAT the Constructed Space (Unit) admeasuring an area of 1178 sq.ft. (be the same a little more or less) in the first floor of the main building at the said Premises having a separate and independent entrance (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon) more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written AND ALSO the undivided 1/12th share in the land comprised in the said Premises No. 11 Sarat Bose Road, Kolkata 700 020 (but excluding the said CMDA portion) situation of the said Premises shown and delineated in the map or plan annexed hereto and bordered in "RED" thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written AND ALSO TOGETHER WITH the undivided one fourth share in the Roof of the said building AND TOGETHER WITH undivided one fourth share in the staircases leading to the First Floor of the main building and also in the lobbies and other common

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parts of the main building AND ALSO TOGETHER WITH the proportionate share in all pathways, common passages and entrances and also TOGETHER WITH the undivided 1/12th share in all other parts and portions water reservoirs, installations at the said premises AND ALSO the right to use in common with the other co-owners the passage way leading from the Main Road to the said Premises free of all encumbrances and charges for the consideration hereinafter appearing. The said Constructed space (Unit) and the rights equities and benefits attached therewith are hereinafter collectively referred to as THE DEMISED PORTION AND THE PROPER-TIES APPURTENANT THERETO.

At or before the execution of the Deed of Conveyance, the Vendors/ Executors and the Confirming Parties and each one of them respectively have assured and represented to the Purchaser herein that there is no legal bar or impediment in the Vendors/ Executors selling and/ or transferring the said Demised Portion or any part thereof and THAT EXCEPTING for the right of the said Tenant AND EXCEPTING THE SAID CMDA PORTION the Premises is free from all encumbrances and charges and the Vendors/ Executors are fully competent to execute the Deed of Conveyance or Transfer in respect of said Demised Portion.

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#### NOW THIS INDENTURE WITNESSETH as follows :

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In pursuance of the said Agreement AND in Ι. further consideration of the sum of Rs.4,25,000/- (Rupees Four lacs twenty five thousand) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors/ Executors at or before the execution of these presents (which amount the Vendors/ Executors and the Confirming Parties do and each of them respectively doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchaser and the said Demised Portion, hereby intended to be sold and transferred) the Executors/Vendors and each of them respectively with the consent and concurrence of the Confirming Parties and each of the said Vendors and Confirming Parties respectively do hereby sell grant transfer convey assure and assign ALL THAT the Constructed Space (Unit) admeasuring an area of 1178 sq.ft. (be the same a little more or less) in the first floor of the main building at the said Premises having a separate and independent entrance (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and also shown and delineated in the map or plan annexed hereto and bordered in "EROWN" thereon) also TOGETHER WITH the undivided 1/4th (one-fourth) share or interest into or upon the Roof of the said main building and also TOGETHER WITH the uncivided 1/12th (one- twelfth) share in the entirety of the

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land comprised in the Municipal Premises No. 11 Sarat Bose Road, Kolkata 700 020 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written situation of the said Premises No. 11 Sarat Bose Road, Kolkata 700 020 also shown and delineated in the map or plan annexed hereto and bordered in "RED" thereon AND TOGETHER WITH undivided one fourth share in the staircases leading to the First Floor of the main building and also in the lobbies and other common parts of the main building  $\dot{AND}$  TOGETHER WITH the proportionate undivided 1/12th share in all pathways, common passages and other parts and also TOGETHER WITH the undivided 1/12th (one-twelfth) share in all other parts and portions of the said premises AND ALSO the right in common with other co-owners over and in respect of the Common Passage on passage way running from Sarat Bose Road to the said Fremises TOGETHER WITH the uninterrupted right to pass repass over the same with men materials cars vehicles and carts AND ALSO TOGETHER WITH the uninterrupted right to lay down cables poles water pipes telephone and electric poles over and under the said Common Passage, free of all. encymbrances and charges EUT OTHERWISE in "AS IS WHERE 15 CONDITION" the said Demised Portion and the rights attached therewith are hereinafter collectively referred to as THE DEMISED PORTION AND THE PROPERTIES APPURTENANT THERETO in "AS-IS-WHERE-IS-CONDITION" AND ALSO the right, to receive realise and collect all the rents issues profits and compensation and the respective estate right title interest into or upon the said Demised Portion and the properties appurtenant thereto AND SUBJECT TO THE RIGHTS OF THE SAID TENANT

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hereinatter for the sake of brevity referred to THE SAID DEMISED PORTION and the properties appurtement thereto the said Premises No. 11, Sarat Bome Road, Kolkata 700 at 020, hereby intended to be sold and transferred is hereinafter for the sake of brevity referred to as THE SAID PREMISES/PROPERTY ) AND ALSO the right for the men, car and vehicles into or upon ALL THAT the passage running from the Main Road i.e. Sarat Bose Road upto the said premises being Premises No.11 Sarat Bose Road AND ALSO the right for the Purchager and/or its authorised representative to lay down drains, sewers and other installations on the said passage shown and delineated in the map or plan annexed hereto and bordered in RED THEREON OR HOWSOEVER the said Premises now or is on at any time on times heretofore were or was are situated butted bounded called known numbered described and distinguished together with the right to use in common with the other co-owners and/or occupiers of the said premises all sewers drains ditches paths passages water water courses all manner or ancient and other rights liberties easeand ments privileges advantages emoluments appendages and appurtenances whatsoever standing thereof or any part or portion thereof or with which the same now are or is or at any times or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part or parcel or member or members thereof or appurtenant thereto AND the reversion or reversions remainder or remainders AND All Estate right title interest claims use inheritance trust possession property or demands whatsoever or howsoever o f the said Vendors/ Executors both at law or in equity into or upon the said PREMISES/PROPERTY TO HAVE AND TO HOLD the

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said DEMISED PORTION OF THE SAID PREMISES/PROPERTY hereby sold granted conveyed transferred assigned and assured and every part or parts thereof respectively unto and to the Purchaser herein in the manner as aforesaid absolutely and forever free from all encumbrances trusts liens lispendens attachments trusts whatsoever EXCLUDING the said CMDA POR-TION AND SUBJECT HOWEVER to the rights of the said Tenant.

#### II. THE VENDORS/EXECUTORS AND CONFIRMING PARTIES AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follow :

- (a) THAT notwithstanding any act deed matter or thing whatsoever done by the Vendors/Executors or any of the Vendors/Executors predecessors in title may have done committed executed or knowingly suffered to the contrary, the Vendors/Executors have good right full power and absolute authority and indefeasible title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the said DEMISED POTION OF THE PROPERTY/PREMISES on "AS IS WHERE IS BASIS" EXCLUDING THE said CMDA PORTION AND SUBJECT TO THE RIGHTS OF THE SAID TENANT unto and in favour of the Purchaser herein in the manner as aforesaid concerning the true intent and meaning of these presents;
- (b) AND THAT the said Demised Portion of the Property is free of all encumbrances, liens attachments leases restrictions covenants lispendens uses debottar trusts

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made or suffered by the Vendors/executors or the Confirming Parties respectively or any person or persons arising or lowfully rightfully or equitably claiming any estate or interest therein from under or in trust for the Vendor/Executors or the Confirming Parties SUBJECT HOWEVER to the rights of The said Tenant and EXCLUDING the said CMDA PORTION.

(c) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly enter into hold posses use own and enjoy the said DEMISED PORTION OF THE PREMISES and receive realise and collect all the rents issues and profits thereof without any lawful hindrances eviction interruption disturbance claims or demands whatsoever or howsoever from for by the Vendors/Executors or the Confirming Parties or any person or persons lawfully or equitably claiming any (aght or estate therein from under or in trust from the Vendors/Executors or the Confirming Parties.

(d) AND THAT the Purchaser free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the Vendors/Executors or the Confirming Parties and well and sufficiently saved defended kept harmless and indemnified of and from or against all and all manner of former or other rights title interest liens charges and encumbrances whatsoever created made done occasioned and/or suffered

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by the Vendors/Executors or the Confirming Parties respectively or any person or persons rightfully claiming through or under or in trust of the Vendors/ Executors or the Confirming Parties.

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- AND THAT the said Demised Portion of the Premises/ (e) Property hereby sold, transferred and conveyed i 5 not affected by any attachment including attachment under. Certificate case or any proceedings started at the instance of the Income tax Authorities under the Public Demand Recovery Act or any other acts or otherwise whatsoever and that there is no certificate case or proceedings pending against the Vendors/Executors for realisation of arrears of Income tax or other taxes or dues or otherwise under Public Demands Recovery Act and/or any other act for the time being in force and that the said Demised Portion of the Premises/Property hareby sold, transferred conveyed is not affected by any notice or claim of any public or local authority EXCEPTING that a portion of the said premises was acquisitioned by the CMDA (hereinafter referred to as the CMDA PCRTION) which is being challenged.
- (f) The Vendors/ Executors shall at all times shall make do and execute at the expenses of the Purchaser all such further and lawful acts deeds matters and things as may be reasonably required by the Purchaser for better or further effectuating and conveyance hereby made or the title of the Purchaser in respect of the said Demised

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Portion of the said Premises/Property hereby sold transferred and conveyed.

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III THE VENDORS/EXECUTORS AND THE CONFIRMING PARTIES AND EACH OF THEM HAVE FURTHER ASSURED AND REPRESENTED TO THE PURCHASER as follows :

- (a) THAT the said Asit Kumar Ghosh (since deceased) was the absolute owner of the said Premises.
- (b) EXCEPTING the said tenancy and the area acquisitioned by the Calcutta Metropolitan Development Authority (hereimafter referred to as the CMDA PORTION) the said Premises is free of all encumbrances and charges.
- (c) That the Executors/Vendors with the consent and concurrence of the Confirming Parties and each of them have full cower and absolute authority to grant sell and transfer the said Premises and/or any part or portion thereof.
- (d) THAT the original title deeds in respect of the said Premises are not traceable inasmuch as the said Premises has been inherited by the said Asit Kumar Ghosh (since deceased) AND the Vendors/ Executors and also the Confirming Parties and each of them hereby agrees to keep the Purchaser and its successor and/or successors in interest and assigns indemnified against all 'ceases, damages and claims which the Purchaser may

suffer on be exposed to because of the non-availability of the Original Title Deeds and from all actions suits proceedings charges and claims or demands in respect thereof the Executors/Vendors and the Confirming Parties and each of them do hereby assure and covenant with the Purchaser that as and when such title deeds and/or documents of title are found or located the Vendors/ Executors or the Confirming Parties shall forthwith deliver the same to the Purchaser and till then unless prevented by fire or some other (presistible accident the Vendors/executors and the Confirming Parties and each of them respectively shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce cause to be produced to the Purchaser and/or or the agent of the Purchaser or at any hearing suit commission examination or otherwise as occasions shall require the original title deeds, documents and writings, respect of the said Premimem as and when traced by in the Vendors/Execuators and the Confirming Parties and the Vendors/Executors and the Confirming Parties and of them respectively shall keep such documents safe whole unobliterated and uncancelled.

(e) THAT there is no impediment or legal bar in the Vendors/ Executors or the Confirming Parties selling and transferring the said Premises in favour of the Purchaser herein.

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(f) Relying on the aforesaid representations and assurances and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the said Premises/Property in "as-is-where-is condition" (EXCLUDING the said CMDA PORTION BUT SUBJECT TO the rights of the said TENANT).

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IV. AND it is hereby further agreed and declared by and between the parties hereto that in the event of any amount being payable on account of arrears of Rates and Taxes (herebafter referred to as "RATES AND TAXES") the same shall be paid and discharged by the Purchaser to the extent of the share sold and transferred in favour of the Purchaser herein and the Purchaser has agreed to keep the Vendors/Executors and the Confirming Parties and each of them respectively indemnified against all actions suits proceedings demands costs charges and expenses in respect thereof.

V. AND it is hereby further agreed and declared that by acquiring the said Undivided 1/12th share in the land at the said Premises the Purchaser along with the other Copurchasers of the remaining undivided 11/12th where in the land comprised in the said Premises shall be entitled to hold pussess and enjoy the entirety of the said Premises in proportion to the share hereby transferred and exclusive right over the Demised Portion/Unit hereby sold and transferred.

## THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the Municipal Premises No. 11 Sarat Bose Road, Kolkata 700 020 containing by admeasurement an area of 37 Cottahs 13 Chittacks and 12 Sq.ft. (be the same a little more or less) TOGETHER WITH the buildings, and other outhouses and structures situated and standing thereon (the situation of the Premises has been shown and delineated in the map or plan annexed hereto and bordereo in "RED" thereon) within Police Station Enowantpore, Dist. Registration office Alipore, in the District of 24 Parganas (South), Under Ward No. 70 and within the limits of The Calcutta Municipal Corporation and butted and bounded as follows :

Partly by Premises No.9 Sarat Bose Road and partly by Premises No. 11/1 & 11/2 Sarat Bose Road, Kolkata. By South Club.

ON THE WEST : ON THE BOUTH ; ON THE NORTH :

Partly by Premises No. 11/3, Sarat Bose Road and Common Passage. By the Premises No. 231/1 A J C Bose Road, Kolkata belonging to the Estate of Late Asit Kumar Ghosh (Calcutta Nursing Home).

## THE EVICOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Constructed Space (unit) admeasuring 1178 sq.ft. (be the same a little more or less) in the first floor of the building at the said Premises having a separate and independent entrance situation whereof is shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon and ALSO TOGETHER WITH undivided 1/12th

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the land comprised in the said premises shar in **/3**.98 men-tioned in the First Schedule hereinabove written AND ALSO undivided one fourth share in the roof of the main building atso the Staircases, landings and lobbies of and the main building AND ALSO TOGETHER WITH undivided 1/12th share or interest in the common pathways presseges staircases and other common parts and portions and other open spaces of the said premises.

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 VENDORS/EXECUTORS at Kolkata

in the presence of a Greamon Hulshey ... Adva only High court Elalter

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SIGNED AND DELIVERED by the CONFIRMING PARTIES at Kolkata

in the presence or : Riscumon Hubbingen Ardwerth High Count Calculta.

Habereuni (Beeg) Advocate High Court, Glauth

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RECEIVED of and from the withinnamed PURCHASER the withinmentioned sum of RE.4,28,0002- (Rupees Four lacs twenty five thousand) only being the consideration money payabje under these presents as per memo beliu :

# MEMO DE CONSIDERATION

By Pay Order No. 472-22 dated 18 02-2001 drawn on Standarsd Charlens grindby Bunk, Church les in favour of the Executors/ <u>ج</u> Vendorm.

Total.

Rs.4,25,000.00

Rs.4,25,000.00

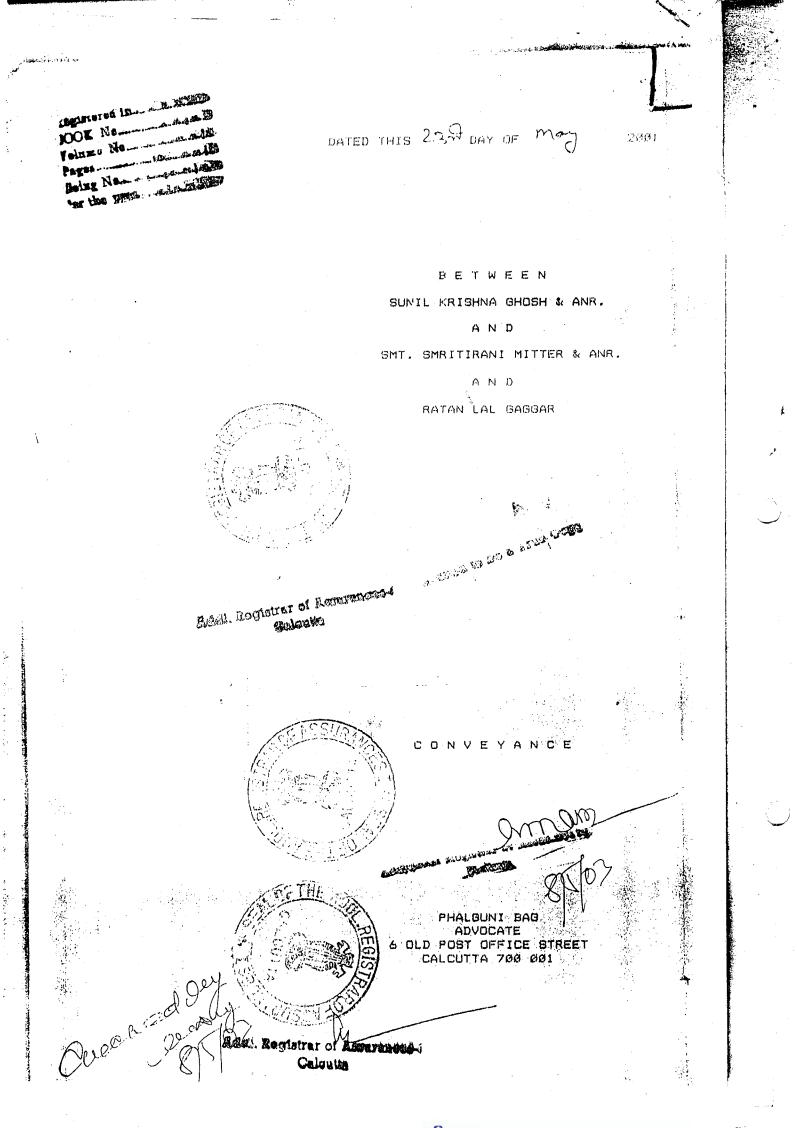
Rs.4,25,000.00

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(Rupees Four lacs twenty five thousand only) WITNEBBES :

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RAFTED AND PREPARED in my Pulsoni Bag PHALGUNI BAG ADVOCATE HIGH COURT, CALCUTTA



PS Group Realty Pvt. Ltd.