6534 — 17893

D. Banerjee

STAMP FIXED BY

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

A.R.A. 1

THIS INDENTURE OF CONVEYANCE is made on this the 30th day of June 2003

BETWEEN (1) SHRI PRASANTA SANYAL, Son of Late P.S. Sanyal, aged about 58 years, by faith Hindu, by occupation Service, residing at 3 Parasar Road, P.S. Tollygunge, Kolkata-700029, ***(2) MRS. ILA LAHIRI,*** Wife of Bhupendra Nath Lahiri, aged about 61 years, residing at 65, 17th Cross Road, Bangalore-560055, ***(3) MRS. SIPRA BAGCHI,*** Wife of Tusar Kanti Bagchi, aged about 55 years, residing at F-301, Gokul Residency, Dattani Park, Thakur Village, Kandaville East, Mumbai-400101, and ***(4) MRS. IRA GOSWAMI,*** Wife of Amiya Kanti Goswami, aged about 52 years, residing at 125/3E, Beliaghata Main Road, Kolkata-700010, (Vendors 2, 3 & 4 are represented by their constituted attorney ***PRASANTA SANYAL*** Son of Late P.S. Sanyal, residing at 3 Parasar Road, P.S. Tollygunge, Kolkata-700029) hereinafter jointly referred to as the ***VENDORS*** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives and/or assigns) of the ***ONE PART :***

Stamp Duty

DEBABRATA BANERJEE
Advocate
12A, Lindsay Street, Near Black Old Building
Calcutta-700087, Ph. 22[illegible]

Presented for Registration
at Kolkata Registration Office
on the 30th day of June 03

11 A.M

(PRASANTA SANYAL)

(PRASANTA SANYAL)
For self & as constituted
attorney of
Smt Alaka Lahiri
Smt Sipra Bagchi
Smt Iva Goswami

For SIMPLEX PROJECTS LIMITED

Director

(JAI KISHAN BAGRI)

For Mohanka Developers Pvt. Ltd.

Director

(VISHNU KUMAR DAMANI)

DEBABRATA BANERJEE
Advocate
12/1, Lindsay Street, Ground Floor, Old Building
Calcutta-700087, Ph : 252-2633/3241

Additional Registrar of Assurances
Calcutta
30/6/03

Prasanta Sanyal, for self
P.S. Sanyal, for self
& as Constituted attorney of
Alka Lahiri,
Sipra Bagchi,
Iva Goswami all of 3,
Darasan Rd, P.S. Tollygunge
Jai Kishan Bagri all of
12/1, N Sanyal Sri
Vishnu Kumar Damani
Mohanka Sadan Pvt. Ltd.
all of 36, Ezra Street, Cal 1,

Debabrata Banerjee
Advocate
12/1 Lindsay Street
Cal 87.

Additional Registrar of Assurances
Calcutta
30/6/03

AND

MOHANKA DEVELOPERS PVT. LTD. a Company incorporated under Companies Act,1956 having its Regd. Office at 36, Ezra Street, Calcutta-700001, hereinafter referred to as the ***PURCHASER*** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, legal representatives and/or assigns) of the ***SECOND PART :***

AND

M/S. SIMPLEX PROJECTS LIMITED, a Company incorporated under Companies Act,1956 having its Regd. Office at 12/1, Nelie Sengupta Sarani, Kolkata-700087, hereinafter referred to as the ***CONFIMRING PARTY*** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, legal representatives and/or assigns) of the ***THIRD PART :***

WHEREAS One Alimunddin Mondal purchased 14 Cottahs 14 Chittacks 9 Sq.ft. from Improvement Trust of Calcutta by a Registered conveyance dated 3rd September,1926 being Plot No.87 and portions of Plot Nos.84, 85 and 86 in Improvement Scheme No.XV(B), whereas said Alimuddin created mortgage of the said Property on the even date in favour of Improvement Trust securing payment of a portion of unpaid consideration and he paid major portion of the said mortgage dues within 20th March,1931 and seized and possessed the Land by constructing a two storied Building thereon while said Alimuddin died intestate on 2nd June,1933 leaving behind him sole widow Hamidannessa, one Son Sk. Jalaluddin and one daughter Samsunnessa Bibi his heirs according to Muhammedan Law who inherited the said Property jointly and said Property was redeemed by the said heirs on 4th November,1933 on payment of balance dues under the mortgage.

[illegible] Registrar of [illegible]

Thereafter Samunessa Bini died intestate on 2nd September,1934 and her undivided share devolved on the aforesaid rest heirs.

AND WHEREAS said Property subsequently numbered as Premises No.17, Parasar Road. Thereafter by three Deeds of Gift dated 1st December,1950, 2nd July,1951 and 8th March,1953 said Hamidennessa Bibi absolutely gifted and transferred her entire undivided share in the said Property to (1) Md. Nurezzaman, (2) Md. Mahiuzzaman, (3) Md. Sahiduzzaman, (4) Aktarunnessa Bibi and her son Jalaluddin, whereas Jalaluddin executed registered perpetual lease dated 21st August,1957 in favour of his wife Razia Khatoon and after death of Jalauddin in 1955 Razia filed a partition Suit No.70 of 1959 in Ld. 3rd Assistant District Judge, Alipore against the other joint Owners and other parties in respect of said Property along with other Property.

AND WHEREAS Md. Nurezzaman, Md. Mahiuzzaman and Md. Dhahiduzzaman borrowed some money from one Nrisinha Basu on mortgaging their undivided share in the said Property by way of equitable mortgage on 24th July,1965. In the mean time a final decree for partition Suit passed in said T.S. No.70/1959 on 7th July,1964 allotting portion of said 17, Parasar Road, being 7 Cottahs 15 Chittacks 18 Sq.ft. together with two storied Building with all rights in the Ejmal passage to Md. Kamaruzzaman, Md. Nurezzaman, Md. Mahiuzzman, Md. Shahiduzzaman and Aktarunnessessa Bibi.

AND WHEREAS certain mistakes in the number of discretion of the said premises crept in the plaint as well as in preliminary and final decree for partition but on the application of the parties of the parties said mistakes

were corrected and both the decree were amended by order dated 8th July,1965 and 14th june,1967 respectively in the said Unit.

AND WHEREAS said Md. Nurezzaman, Md. Mahiuzzman and Md. Shahiduzzaman being unable to pay the said mortgage debt within the stipulated period said creditor Nrisinha Basu ontained a preliminary mortgage decree for Rs.16,403.50 in T.S. No.63/19 of the Ld. 3rd Assistant District Judge, Alipore.

AND WHEREAS said Md. Kamaruzzaman and four others sold out the Property TO (1) Smt. Santi Sanyal, (2) Pratap Sankar Sanyal who paid consideration after deducting said mortgage decree amount by Rs.16,403.50 in respect of a portion of said Premises Being No.2623 for the year 1970 of A.D.S.R. Alipore. While said Smt. Santi Sanyal and Sri Pratap Sankar Sanyal seized and possessed and enjoy the Property by mutating their name with C.M.C. died intestate leaving behind them surviving Prasanta Sanyal, Ila Lahiri, Sipra Bagchi, Ira Goswami as their absolute heirs and proper devolved on them and they are enjoying the Property by mutating their names with C.M.C. Department and paying Municipal taxes regularly. Now it is clarified and confirmed that aforesaid Prasanta Sanyal and others are the absolutely Owners as appeared from the Assessment Register maintained by C.M.C.

AND WHEREAS by virtue of the above mentioned acts, things, deeds the Vendors herein became the absolute Owner and right, title, interest holder of the SAID PROPERTY.

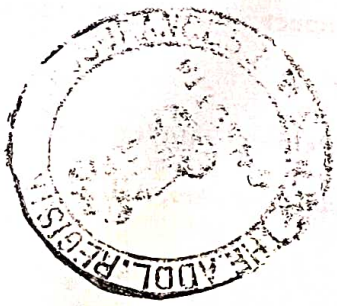
AND WHEREAS the Vendors are lawfully seized and possessed of or are other wise well and sufficiently entitled to ALL THAT piece or parcel of Land measuring more or less 7 Cottahs 15 Chittacks 18 Sq.ft. TOGETHER WITH structure standing thereon being Premises No.17, Parasar Road, Kolkata-700029, as its absolute owners in fee simple free from encumbrances more fully and particularly described in the FIRST SCHEDULE hereinafter written and for the sake of brevity hereinafter called and referred as the SAID PROPERTY.

AND WHEREAS the said Property is under the possession of monthly Tenant for last Thirty/Forty years for a rental of Rs.790/= per month more fully described in the SECOND SHCEDULE hereinafter mentioned.

AND WHEREAS above mentioned Prasanta Sanyal, Ila Lahiri, Sipra Bagchi, Ira Goswami the Vendors herein decided to sale SAID PROPERTY along with the Tenants for a total consideration of Rs.38,00,000/= (Rupees Thirty Eight Lakes) only.

AND WHEREAS the Vendors declare and confirm as follows :-

1. That they are lawful Owners and are seized and possessed of or otherwise well and sufficiently entitled to the SAID PROPERTY as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from encumbrances.
2. That they undertakes to pay all rates taxes all other impositions and/or outgoings payable in respect of the SAID PROPERTY upto the date of this Deed of Conveyance.
3. That no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act,1961.



4. That no notice has been served on the Vendors for the acquisition of the SAID PROPERTY or any part thereof under any other Law or Acts and/or Rules made or framed thereunder and the Vendors have no knowledge of issuance of any such notice or notices under any of the above Acts and/or Rules for the time being in force affecting the SAID PROPERTY or any part thereof.
5. That no suit and/or proceeding is pending in any Court of Law affecting the SAID PROPERTY nor has the same has been lying attached under any writ of attachment of any Court.
6. That the Vendors have not entered unto any agreement for sale in respect of the SAID PROEPRTY or any part or portion thereof.
7. That the Vendors have not created any encumbrances in respect of the SAID PROPERTY.
8. That the Vendors further covenant with the Purchaser to save harmless, indemnify and keep indemnified the Purchaser from or against all encumbrances charges and equities whatsoever.
9. That the Vendors further under take that they shall have no objection in case of mutating the name of the Purchaser in the office of Calcutta Municipal Corporation in respect of the SAID PROPERTY being Premises No.17, Parasar Road, P.S. Tollygunge, Kolkata-700029, by virtue of this Deed of conveyance.

AND WHEREAS the confirming Party herein relying upon the above mentioned statement and declaration made by the Vendors agreed to purchase the SAID PROPERTY with seven Tenants number two to number eight as described in SECOND SCHEDULE for a total consideration of Rs.38,00,000/= (Rupees Thirty Eight Lakhs) only.

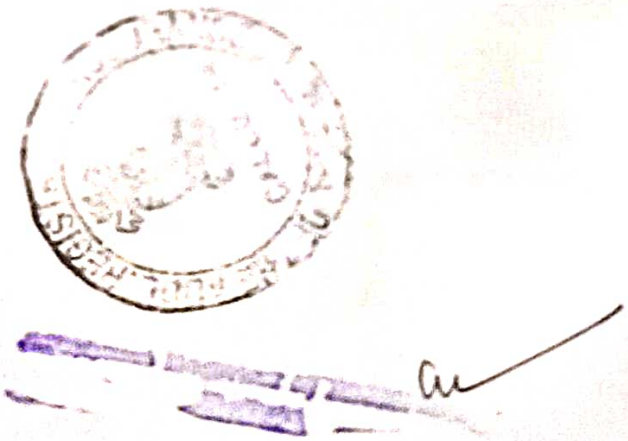
AND WHEREAS the Confirming Party herein agreed to sale the Vendors herein all that self contained and self sufficient Flat on Second floor measuring more or less 1000 Sq.ft. covered area at 3, Parasar Road, Kolkata-700029, for a total consideration of Rs.15,00,000/= (Rupees Fifteen Lakhs) only and said sum of Rs.15,00,000/= (Rupees Fifteen Lakhs) only has been adjusted against the sale of said Property under this conveyance.

AND WHEREAS as the Vendors could not evict Ramani Ranjan Bose forcefully occupying approx. 2.5 Cottahs of Land, the Confirming party and the Vendors further agreed to lower down the total consideration from Rs.38,00,000/= (Rupees Thirty Eight Lakhs) only to Rs.32,00,000/= (Rupees Thirty Two Lakhs) only. The Confirming Party herein paid Rs.17,00,000/= (Rupees Seventeen Lakhs) only to the Vendors herein and the balance amounting to Rs.15,00,000/= (Rupees Fifteen Lakhs) only has been adjusted against sale of East side Flat on Second Floor at 3, Parasar Road, Kolkata-700029, and the Vendors herein declare and confirm that they have received the total consideration amounting to Rs.32,00,000/= (Rupees Thirty Two Lakhs) only from the Confirming Parties herein.

AND WHEREAS the Confirming Party herein failed to evict the Tenants decided not to invest further on the said property.

AND WHEREAS the Purchaser herein offered to Purchase the said Property along with the Tenants for a total consideration of Rs.20,00,000/= (Rupees Twenty Lakhs) only.

AND WHEREAS the Confirming party decided to transfer all right, title and interest over the said Property to the Purchaser for a total consideration of Rs.20,00,000/= (Rupees Twenty Lakhs) only, though they have to incur a loss of Rs.12,00,000/= (Rupees Twelve Lakhs) only.

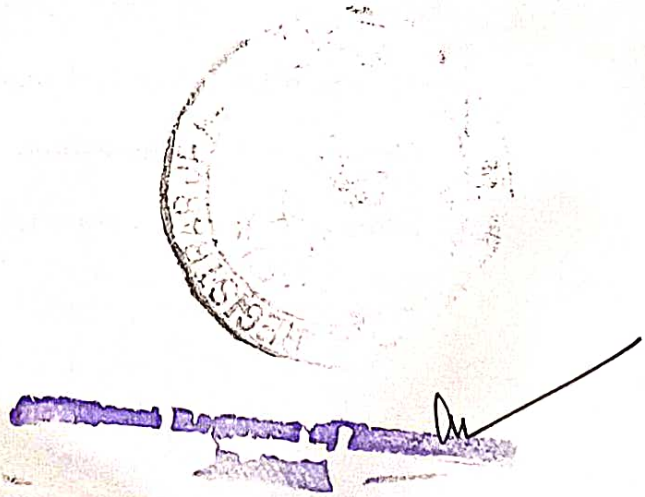


NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement and in consideration of the said sum of Rs.20,00,000/= (Rupees Twenty Lakhs) only lawful money of the Union of India well and truly paid by the Purchaser to the Confirming Party and the receipt whereof the Confirming Party doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from every part whereof acquit and release the Purchaser and the Vendors at the request of the Confirming Party doth hereby grant, sell, transfer and convey free from all encumbrances UNTO THE PURCHASER ALL THAT the piece or parcel of hereditaments and Premises No.17, Parasar Road, P.S. Tollygunge, Kolkata-700029, measuring more or less 7 Cottahs 15 Chittacks 18 Sq.ft. of Land whereon or part whereof the two storied brick built dwelling house along with all structures water ways, courses, light, liberties, easement comprised within the said Land measuring 7 Cottahs 15 Chittacks 18 Sq.ft. more fully and particularly described in the FIRST SCHEDULE hereinafter referred TOGETHER WITH present Tenants more fully described in the SECOND SCHEDULE hereinafter mentioned OR HOWSOEVER OTHERWISE the said premises or any part thereof now is/are or at any time hereto fore was or were situated, butted bounded, called, known, numbered, described or distinguished and free from all encumbrances, charges, liens claims, attachments whatsoever to the said Property TOGETHER WITH all yards, erections lights, access, liberties, easements, privileges, appendages and appurtenances whatsoever to the said hereditaments and Premises Being No.17, Parasar Road, P.S. Tollygunge, Kolkata-700029, and every part thereof belonging or in any wise appertaining thereto with the good right absolute title and interest therein usually held or occupied therewith or enjoyed or reputed to belong or be appurtenant thereto AND ALL the estate,

Additional Deputy Commissioner

right, title, interest, claim or demand whatsoever both in law and in equity of the said Vendors and Confirming Party unto or upon the said property and every part thereof to enter upon AND TO HAVE AND TO HOLD own and possess the same unto and to the use of the Purchasers their heirs executors, administrators, assigns, absolutely and forever. And all deeds evidences, writings, documents of title whatsoever exclusively relating to the said Premises which now is/are or hereafter may be in the custody power or possession of the vendors TO HAVE AND TO HOLD the same unto the Purchasers absolutely and for ever having declared inter alia that the Vendors and Confirming Party doth hereby covenant with the Purchaser which are as follows :-

1. That notwithstanding anything done by the Vendors the Vendors have good right, full power and absolute authority to sell, transfer and convey the said Property intended to be sold unto the Purchaser with such possession as aforesaid in the way and manner hereby done or intended to be done.
2. The Vendors have no claim of whatsoever nature from the Confirming Parties as well as from the Purchaser against the sell of said Property.
3. That the Purchaser and all persons claiming through and under it may at all times hereafter hold own and possess the same and receive the rents, issues and profits thereof without any eviction, interruption, claim or demand whatsoever and well and sufficiently save, defended, kept harmless and indemnified of and from and against all former and other estates, claims charges liens and encumbrances, attachments and execution whatsoever had made done, executed occasioned or suffered by the Vendors or there predecessors-in-title or any person or persons claiming or to claim by from through, under or in trust for them.



4. That the said messuage and Building thereon, hereditament or any part thereof is not in any way directly or indirectly affected or involved.
5. That there has not been time any claim whatsoever adverse to the Vendors to the SAID PROPERTY.
6. That the Purchaser shall be entitled to have his name mutated in the office of Calcutta Municipal Corporation or any where-else as he likes and the Vendors shall render help to the Purchaser as required in this respect.
7. That the Vendors and all persons claiming through and/or under them or in trust for them shall at all times hereafter at the request and cost of the Purchaser or person claiming through and under them do and execute or cause to be done and executed all such further acts deeds and things as may be reasonably required for more perfectly assuring the said messuage Land and hereditament and premises and the said Property unto the Purchaser.
8. That the Vendors shall make good all the loss that the Purchaser may suffer or be put to suffer for any in correctness in the recital herein made or for any defect, weakness or deformity of them free and clear title as herein stated and shall also be held liable to any legal action if the Purchaser us prejudiced now or in future by any adverse title of the Vendors and/or their legal heirs and to compensation if any awarded by any court of law and the Vendors and/or their legal heirs shall bound by any decision in this behalf.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Land measuring 7 Cottahs 15 Chittacks 18 Sq.ft. more or less TOGETHER WITH all structure standing thereon being Premises No.17, Parasar Road, Kolkata-700029, Thana Tollygunge, Border

in RED colour in the Map or Plan annexed herewith and butted and bounded by :

ON THE NORTH : by 15 Parasar Road

ON THE SOUTH : 4 ft. common passage leading to Lake Place.

ON THE EAST : small strip of Ladn measuring approx ½ katha belonging to Lake Sailendra Nath Guha followed by Premises 6, Lake Place, Kolkata-700029.

ON THE WEST : by Parasar Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Lost of occupiers/tenants together with monthly rent :

1.	Renuka Guha D/O Late Ramani Ranjan Bose	Occupying approx 2.5 cotta of Land ~~as~~ and Building standing thereon.
2.	Samar Roy	2 roomed Flat on 1st Floor bearing rented Rs.140 per month
3.	R. C. Malakar & brothers	One shop on Ground Floor bearing rent @ Rs.100/= per month.
4.	Ratish Ch. Malakar & Brothers	One Shop on Ground Floor bearing rent @ Rs.100/= per month
5.	Swapan Kr. Nath	One Shop on Ground Floor bearing rent @ Rs.95/= per month.
6.	Parimal Shib Roy Chowdhury	One bed room and one shop bearing rent @ Rs.85/= per month.
7.	Ashalata & Bedana Bala Patra	One Shop bearing rent @ Rs.175/= per month.
8.	Bipad Bhanjan, Rabindra Nath & Krishan Kundu	One Shop bearing Rent @ Rs.95/= per month.

SEAL OF THE ... ASSURANCES L. CALCUTTA

D. Banerjee
Advocate

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

SIGNED, SEALED AND DELIVERED by the within-named ***Vendors*** at Calcutta

In the presence of :

1) (M P BAJAJ)
42 Kali Krishna Tagore Street,
Kolkata-700007

2) Tapan chakraborty
12/1 Lindsay Street, Kol-87

PRASANTA SANYAL

For self and constituted attorney
MRS. ILA LAHIRI
MRS. SIPRA BAGCHI
MRS. IRA GOSWAMI

SIGNED, SEALED AND DELIVERED by the within-named ***PURCHASER*** at Calcutta

In the presence of :

1) (M.P. BAJAJ)

2) Tapan chakraborty

For Mohanka Developers Pvt. Ltd.

Director.

MOHANKA DEVELOPERS PVT. LTD.

SIGNED, SEALED AND DELIVERED by the within-named ***CONFIRMING PARTY*** at Calcutta in the presence of :

1) (M.P. Bajaj)

2) Tapan chakraborty

For SIMPLEX PROJECTS LIMITED

Director

M/S. SIMPLEX PROJECTS LIMITED

Drafted By me

DEBABRATA BANERJEE
ADVOCATE
W.B./1167/1981

D. Banerjee
Advocate

MEMO OF CONSIDERATION

Received by Cheque Being No.820242

Dated 27.06.2003 Drawn on Canara Bank, Ezra Street Branch in favour of ***M/S. SIMPLEX PROJECTS LIMITED*** Rs,20,00,000.00

(Rupees Twenty Lakhs) only

For SIMPLEX PROJECTS LIMITED

Director

i) M P Bajaj

(M.P.BAJAJ)

2) Tapan chakraborty

Assistant Registrar of Companies
Delhi

D. Banerjee
Advocate

1 to 16
7393
2006

THIS DATED 30th DAY OF June 2003

INDENTURE

BETWEEN

SHRI PRASANTA SANYAL
MRS. ILA LAHIRI
MRS. SIPRA BAGCHI
MRS. IRA GOSWAMI

VENDORS

AND

MOHANKA DEVELOPERS PVT. LTD.

PURCHASER

21/8/06

AND

M/S. SIMPLEX PROJECTS LIMITED

CONFIRMING PARTY

DEBABRATA BANERJEE
ADVOCATE
12/1, LINDSAY STREET
GROUND FLOOR, OLD BUILDING
CALCUTTA-700087.
PH.NO.2252-3241/2633

Scanned
21/8/06