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REV 83, 36, 500 C 182873

469000  
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 67,000 on  
 73689  
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 1/5/07

23+4  
 Addl. Dist. Sub-Registrar  
 Alipore South 24 Parganas

06/07  
 73629  
 73703

**THIS INDENTURE** made this Seventh day of May, Two Thousand Seven **BETWEEN** SANTANA GHOSH wife of Subir Kumar Ghosh since deceased, SUMANTA GHOSH son of Subir Kumar Ghosh since deceased respectively both by faith Hindu, by occupation housewife and service

s. G  
 Ghoshala

Certified That the deficit Stamp  
 Rs 402000 + 67000 = 85107  
 No 975754, 975784  
 Form No. 100

Certified That the deficit Stamp  
 Rs 1144.75 by Bank Draft dt. 26/6/07  
 No 107872 S.B.I. Calcutta

Deficit Regn. fees.  
 Rs 18007/- Realised  
 As per M.R. No 586678  
 dt. 29/06/07

Santana Ghosh  
 Sumanta Ghosh

Addl. Dist Sub-Registrar  
 Alipore South 24 Parganas  
 29/6/07

Addl. Dist Sub-Registrar  
 Alipore South 24 Parganas  
 29/06/07

Addl. Dist Sub-Registrar  
 Alipore South 24 Parganas  
 29/6/07

Coray Ghoshala

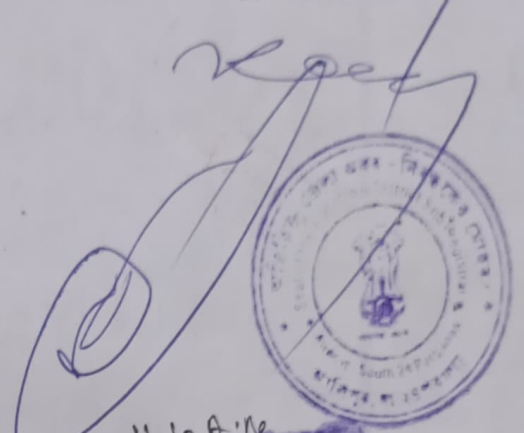
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5 MAY 2007

Mudra Ag...  
Full Record

- 5 MAY 2007  
B. CHATTERJEE  
Licensed Stamp Vendor  
C. C. Court  
F & R. Roy Road, Calcutta

7 MAY 2007



Sanjay Shunjunwala



5227

RISEWELL MERCANTILE PVT. LTD.  
Sanjay Shunjunwala

Director



5228

Santana Ghosh



5229

Sumanta Ghosh

Sanjay Shunjunwala  
as Director for Rise well  
Mercantile Pvt. Ltd.

of M. Elements Bank  
Barani - P

Santana Ghosh who Subin

Sumanta Ghosh Amal Das  
Sour Hari Das

Delivered by me. No Subin  
Amal Das son  
of Sri Gour Hari Das.  
HIB, Harra Road  
Kolkata 700026.

Stamp: 5 MAY 2007

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respectively, residing at 52, Jadavpur Central Road, under Police Station  
Jadavpur, Kolkata - 700 032 hereinafter jointly referred to as "the  
**VENDORS**" (which expression unless excluded by or repugnant to the  
context shall include their respective heirs executors administrators  
representatives and /or assigns) **OF THE ONE PART.** (PAN No AKLPG 7959B)

**AND**

**RISEWELL MERCANTILE PRIVATE LIMITED**, a company within  
the meaning of the Companies Act, 1956 and having its Registered Office  
at 24 & 26, Hemanta Basu Sarani, (formerly Old Court House Street)  
Kolkata-70 001, hereinafter referred to as the "**PURCHASER**" (which  
term or expression shall unless excluded by or repugnant to the context be  
deemed to mean and include its successors-in-office and assigns) of **THE  
OTHER PART.** (PAN No AADCR 5006R)

**WHEREAS** by a Cowala dated 6<sup>th</sup> October, 1933 corresponding to 20<sup>th</sup>  
Aswin 1340 B.S. made between one Karimunessa Bibi Karim Halder and  
Nafar Halder of the One Part AND Sukumar Ghosh of the other part and  
registered in Book - I, Volume 73 Page 178 to 182 Being No.3967 for  
the year 1933 at the office of the Sub-Registrar at Alipore the Vendors  
therein for the consideration therein mentioned sold transferred conveyed  
free from all encumbrances ALL THAT piece or parcel of revenue paying  
land containing an area of Fourteen (14) Cottahs Seven (7) Chittacks  
Fifteen (15) square feet more or less situate at Mouza Ibrahimpur and  
comprised in Khatian No.67 Dag No.233 under Police Station Sadar  
Tollygunge in the District of 24 Parganas now known numbered  
distinguished as 52, Jadavpur Central Road, Calcutta-70032.

Santana Ghosh

Sumanta Ghosh.

**RISEWELL MERCANTILE PVT. LTD.**

Company Secretary

Director

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**ADD. District Sub-Registrar**  
**Alipore District Sub-Registrar**  
**7 MAY 2007**

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**AND WHEREAS** the said Sukumar Ghosh while seised and possessed of or otherwise well and sufficiently entitled to free from all encumbrances to ALL THAT piece and parcel of land containing an area of Fourteen (14) Cottahs Seven (7) Chittacks Fifteen (15) square feet situate lying at Mouza Ibrahimpur Khatian No.67, Dag No.233 under Police Station Sadar Tollygunge in the District of 24-Parganas now known numbered distinguished as 52, Jadavpur Central Road, Calcutta-700 032 constructed a two storied building thereon or thereat ( hereinafter referred to as "the said property").

**AND WHEREAS** the said Sukumar Ghosh sold transferred and conveyed a portion of the said property measuring Four Cottahs Eight Chittacks to and unto one Promotha Lal Das considerable time back.

**AND WHEREAS** while in peaceful possession and occupation of the said property the said Sukumar Ghosh died intestate on 14<sup>th</sup> January,1983 leaving behind him surviving his widow Indira Ghosh three sons Sudhir Kumar Ghosh , Subir Kumar Ghosh and Prabir Kumar Ghosh.

**AND WHEREAS** the said Subir Kumar Ghosh died intestate on 25<sup>th</sup> August,1999 Leaving behind him surviving his wife Santana Ghosh son Sumanta Ghosh and mother Indira Ghosh as his heirs and successors.

**AND WHEREAS** the said Sudhir Kumar Ghosh died intestate on 5<sup>th</sup> March,2001 leaving behind him surviving his wife Rekha Ghosh and mother Indira Ghosh as his heirs and successors.

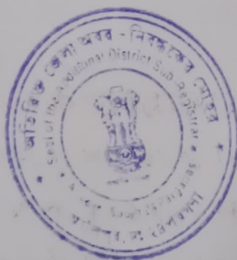
Santana Ghosh

RISEWELL MERCANTILE PVT. LTD.

Coyday Ghosh

Director

Sumanta Ghosh.



**ADD. District Sub-Registrar**  
**Aligarh 24 Payment Receipt**  
7 MAY 2007

4

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AND WHEREAS the said Indira Ghosh died intestate on 17<sup>th</sup> January, 2003 leaving behind her surviving her son Prabir Kumar Ghosh and son of her predeceased son Sumanta Ghosh.

AND WHEREAS the said Prabir Kumar Ghosh a bachelor died intestate on 12<sup>th</sup> July, 2005 survived by his predeceased brother's son Sumanta Ghosh.

AND WHEREAS in the premises as hereinbefore recited in part the Vendors herein are jointly seised and possessed of and/or otherwise well and sufficiently entitled to the undivided Seven-Eighth Share or interest in the said property.

AND WHEREAS the Vendors herein having undivided Seven -Eighth share and or interest have agreed to sell and the purchasers have agreed to purchase the undivided seven-eighth share or interest in the said property free from all encumbrances for the consideration mentioned herein.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.67,00,000.00 ( Rupees Sixty Seven Lacs only )** at or before the execution of these presents to the Vendors paid by the Purchaser ( the receipt whereof the said Vendor doth hereby admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and for ever discharge the Purchaser) the said Vendors doth hereby grant convey transfer assure and assign unto the Purchaser **ALL THAT** the undivided Seven-eighth share or interest piece or parcel of land hereditaments and premises containing an area of 9 Cottahs 15 Chittacks 15 square feet being

Santana Ghosh

RISEWELL MERCANTILE PVT. LTD.

Chayan Kalyan

Director

Sumanta Ghosh.

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**Adl. District Sub-Div.**  
**Alipore 64 Parganas Sub-Div.**  
**7 MAY 2007**



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5

premises No.52, Jadavpur Central Road, under Police Station  
 Jadavpur, Kolkata – 700 032 and delineated on the Map or Plan annexed  
 hereto and thereon bordered RED and marked with the letter "X" and  
 particularly described in the First Schedule hereunder written OR  
 HOWSOEVER OTHERWISE the said piece or parcel of land  
 hereditaments and premises now are or is or at any time heretofore were  
 or was situate butted and bounded known numbered described or  
 distinguished TOGETHER WITH the existing six tenants in the said  
 building morefully described in the Second Schedule hereunder written  
 TOGETHER WITH all yards courts areas sewers drains, privies,  
 structures, water courses boundary walls trees fences pillars lights  
 liberties privileges easements whatsoever to the said premises or any part  
 thereof belonging or in anywise appertaining or usually held or enjoyed  
 therewith and or reputed to belong to or be appurtenant thereto AND all  
 the estate right title and interest claim and demand whatsoever of the  
 Vendors in and upon the said premises or any part thereof TOGETHER  
 WITH all deeds pattahs muniments of title relating to and concerning the  
 said land hereditaments and Premises or any part thereof which now is or  
 hereafter shall or may be in possession or power or control of the Vendors  
 TO HAVE AND TO HOLD the said land hereditaments and premises  
 hereby granted or expressed so to be unto and to the use of the said  
 Purchaser absolutely and for ever AND the Vendor doth hereby covenant  
 with the Purchaser that notwithstanding any act deed or thing by the  
 Vendor done or executed or knowingly suffered to the contrary they the  
 Vendor now has good right to grant the said land hereditaments and  
 premises hereby granted or expressed so to be unto and to the use of the  
 Purchaser in the manner aforesaid. AND that the Purchaser shall and may  
 at all times hereafter peaceably and quietly possess and enjoy the said  
 land hereditaments and premises and receive the rents and profits thereof  
 without any lawful eviction interruption claim or demand whatsoever from

Santana Ghosh

Sumanta Ghosh.

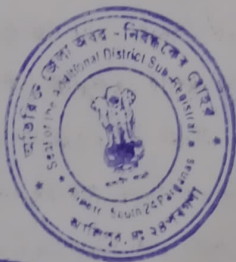
RISEWELL MERCANTILE PVT. LTD.  
 Joyjit Kundu  
 Director

22 S

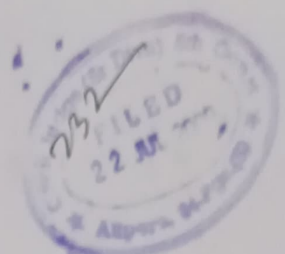
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ADM. Division Sub-Committee  
Aligarh District Sub-committee  
7 MAY 2007



34

Shroth  
S.G.  
my note

or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them AND that ■ free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that they the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof from under or in trust for them the said 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 and executed all such acts deeds matters and things whatsoever for further and more perfectly assuring the said land hereditaments and premises and every thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT the undivided **Seven-eighth (7/8<sup>th</sup>)** share or interest in the Piece or parcel of revenue paying land hereditaments and Premises together with the two storied brick built building messuage tenement dwelling house and measuring **2381** square feet more or less standing thereon containing an area of **Nine (9) cottahs Fifteen (15) Chittacks , Fifteen ( 15 ) square feets** be the same a little more or less situate lying at and being Premises no.52, Jadavpur Central Road under Police Station Jadavpur, Kolkata-700 032, Mouza Ibrahimpur, Jurisdiction List No.36, Khatian No.67, Dag No.333 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation , **Ward No.96** in the District of 24 Pargannas ( South ) and marked and delineated in the Map or Plan

Santana Ghosh

**RISEWELL MERCANTILE PVT. LTD.**  
Copy of Register  
**Director**

Sumanta Ghosh.

105

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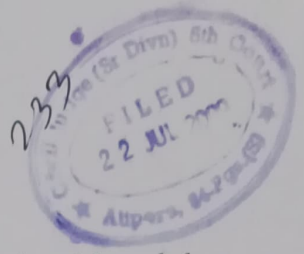
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**Dist. Office 24-25-26-27**  
**Aligarh 24 Karganah Road**  
7 MAY 2007





hereto annexed and thereon bordered Red and butted and bounded as follows:-

- ON THE NORTH : By Municipal Road known as Jadavpur Central Road.
- ON THE EAST : By Premises No.53, Jadavpur Central Road
- ON THE SOUTH : By Premises No.52/1, Jadavpur Central Road
- ON THE WEST : By Premises No.51 Jadavpur Central Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

Sl. No.	Name of the Tenant	Area under occupation and Description	Rent Per Month
1	Nani Gopal Mazumder	400 sft. approx.	Rs.150/-
2	SwapanKumar Mitra	900 sft. approx.	Rs.400/-
3	Kunjialal Seal	80 sft. approx.	Rs.50/=
4	Ramen Pal	80 Sft. approx.	Rs.80/=
5	Biren Majumder	100 sft. approx.	Rs.80/=
6	Anil Kr. Ray	100 sft. approx.	Rs.100/=

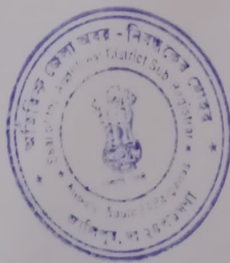
Santana Ghosh

RISEWELL MERCANTILE PVT. LTD.

Cajay Deyhala

Director

Sumanta Ghosh



संघीय लोकतान्त्रिक गणतन्त्र नेपाल  
गणतन्त्र २४ पत्रिका सेवा  
7 MAY 2007

22/11

35  
160

IN WITNESS WHEREOF the parties hereto put their respective hand and seal on the day month and year above written.

SIGNED AND DELIVERED BY Sumantra Ghosh  
THE WITHIN NAMED VENDOR AT  
KOLKATA IN THE PRESENCE OF: Santana Ghosh

Witnesses:-

1. Rajiv De  
7C, K.S. Ray Road,  
Calcutta - 1

2. Subhash Ch. Dutta  
21 East Road, Santoshpur, Kolkata - 75

RISEWELL MERCANTILE PVT. LTD.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED PURCHASER AT  
KOLKATA IN THE PRESENCE OF:

Sanjay Jhunjhunwala  
Director  
(SANJAY JHUNJHUNWALA)

Witnesses:

1. Rajiv De

2. Subhash Ch. Dutta

Santana Ghosh

Sumantra Ghosh



**ಆಡಳಿತ ನಿರ್ದೇಶನ ಕಛೇರಿ - ನಿರ್ದೇಶನ ಕಛೇರಿ**  
**Algeria 24 Ferguson Road**  
**7 MAY 2007**

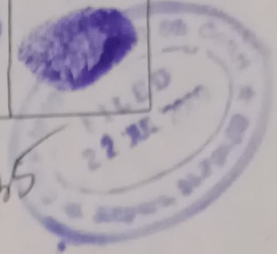




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left hand					
right hand					

Name... SANTANA GHOSH  
 Signature... Santana Ghosh

225



37



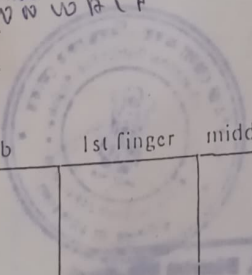
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Name SUMANTA GHOSH  
 Signature... Sumanta Ghosh



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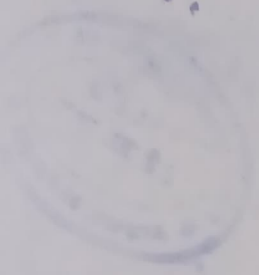
Name SANTANUJ JHA  
 Signature... Santanuj Jha



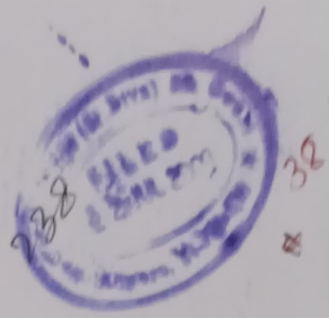
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left hand					
right hand					

Name.....  
 Signature.....

PHOTO



**N.D.S. District Sub-Registrar**  
**Alipore 24 Parganas**  
*[Signature]*  
**7 MAY 2007**



Received from the within named Purchaser  
The within mentioned sum of Rupees Sixty  
Seven Lacs only as per memo below:

Rs. 67,00,000/=

MEMO OF CONSIDERATION

*Sumanta*

Paid by Pay Order No. 340100 dated  
May 5, 2007 drawn on CITI Bank, Calcutta  
in favour of Sumanta Ghosh . . . . . Rs. 34,00,000.00

Paid by Pay Order No. 340099 (340099) Date May 5, 2007

issued by Citi Bank, N.A. Branch, Kolkata. . . . . Rs. ~~33~~33,00,000/= (Rs. 33,00,000.00)

Rs. 67,00,000/=

( Rupees Sixty Seven Lacs Only).

*Sumanta Ghosh.*

Witnesses:

1. *Rajat De.*

2. *Subhash Ch. Datta*

Witnessed and prepared in the  
Office of Messrs. Mukherjee, Agarwalla & Co.  
Advocates of 7C, K.S. Ray Road, Col-1  
by the firm of  
*Raj*

*Santana Ghosh*

*Sumanta Ghosh.*

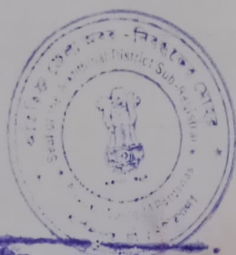


239

File

Civil Judge (Sr. Division)  
8th Court, Alipore  
Suit No. 139 of 2007  
by the Plf./Def.  
Exhibit No. B

Civil Judge (Sr. Division)  
8th Court, Alipore  
South 24 Parganas  
15/6/09



Dist. District 5th-8th  
Alipore 24 Parganas District  
7 MAY 2007

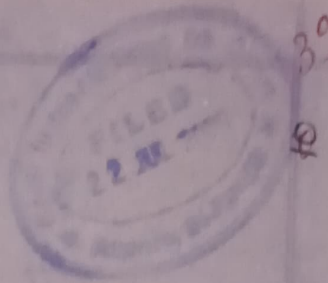


Addl. Dist. J.C. Registrar  
Alipore South 24 Parganas

Book No. 196  
Volume No. 226  
Page No. 2621  
Date of issue of case 7

Civil Judge (Sr. Division)  
8th Court, Alipore.  
No. 639  
The Plf./Def.  
2





SITE PLAN OF

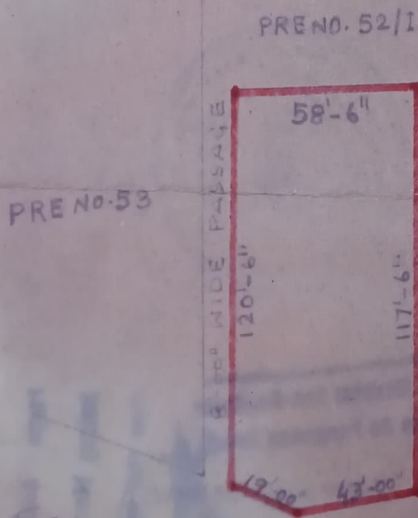
PREMISES NO.52, JADAVPUR CENTRAL ROAD, KOLKATA - 700 032

POLICE STATION JADAVPUR, WARD NO.96,

SCALE : 1 : 50'-00"

AREA OF LAND : 9 COTTAHS 15 CHITTACKS 15 SQ.FT.

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RISEWELL MERCANTILE PVT. LTD,

*Company official*

Director

Sumanta Ghosh

Santana Ghosh

TRACED BY

B.N. NASKAR

Signature  
201-27

*Barbar*

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Sub. Dist. Sub-Division  
Alipore 24 Parganas West Bengal  
7 MAY 2007



Sub. Dist. Sub-Division  
Alipore South 24 Parganas  
9-7-07

Book No. 196  
Volume No. 236  
Page No. 237  
Being No. 02821  
Year the year of 7

Subr

Duty assigned at  
District Judge's Court  
Alipore

01-6-10