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00538

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0744/14



184,82,625

38120

04BB 019205

Handwritten notes and a circular stamp on the left side.

Additional Registrar of Assurance II, Kolkata

Official stamp and signature of the Additional Registrar of Assurance II, Kolkata.

Handwritten numbers: 4543, 7, 55, 95, 4, 4634

Signature of the Registrar to the Estate of Jagadra Ch. Ghosh

THIS INDENTURE made this 28th day of January

Two Thousand Five BETWEEN SRI PRADIP KUMAR GHOSH, son of Late Sudhir Kumar Ghosh, by faith Hindu, by occupation

Handwritten numbers: 414000



04BB 019206

Pradip Kumar Ghosh
Executor to the Estate of
Upendra Ch. Ghosh

Service, residing at present No. 425, Jessoro Road, Kolkata-700055 for himself and as Sole Executor to the Estate of Upendra Chandra Ghosh, since deceased, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or

1000Rs.



context be deemed to include his heirs, executors, administrators, legal representatives, successors-in-office and assigns) of the **ONE PART AND MESSRS JESSORE ENTERPRISE PVT. LTD.**, an existing Company incorporated under the provisions of the

1000Rs.



Companies Act, 1956 having its registered office at No.435, Jessore Road, Kolkata - 700 055 hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-office and assigns) of the **OTHER PART**.

1000Rs.



WHEREAS one Upendra Chandra Ghosh, since deceased, the predecessor-in-interest of the Vendor herein was inter alia seized and possessed of or otherwise well and sufficiently entitled to as sole and absolute owner of ALL THAT piece or parcel of land measuring 13.80 Cottahs TOGETHER WITH brick built structure

50 Rs.



erected thereon or part thereof situate lying at and being present municipal Holding No.938, Jessore Road (formerly 435 thereafter 307, Jessore Road), Kolkata - 700 055, under South Dum Dum Municipality, P.S. Dum Dum in the District of North 24 Parganas within the municipal limits of Dum Dum more fully and

50 Rs.



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particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as the said property.

AND WHEREAS the said Upendra Chandra Ghosh died testate on 7th May 1965. Before his death the said Upendra Chandra Ghosh since deceased made and published his Last Will

20 Rs.



8

and Testament on 28th April 1962 wherein he appointed the Vendor herein as the Sole Executor. In the said Will the deceased abovenamed inter alia devised and bequeathed the said property to the legatees mentioned therein with certain directions upon the Executor to perform certain duties mentioned therein.



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05744 of 2012
(Serial No. 00538 of 2005)

On 28/01/2005

Payment of Fees:

Amount By Cash

(Under Article : A(1) = 4543/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 28/01/2005)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,84,82,625/-

Certified that the required stamp duty of this document is Rs.- 1478620 /- and the Stamp duty paid as Impressive Rs.- 33120/-

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13.14 hrs on :28/01/2005, at the Office of the A.R.A. - II KOLKATA, by Pradip Kumar Ghosh (Exe To The Estate Of U C Ghosh) ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 28/01/2005 by

1. Pradip Kumar Ghosh (Exe To The Estate Of U C Ghosh), son of Late S K Ghosh - 435, Jessore Rd, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700055,Pin 700055, By Caste Hindu, By Profession : Service

Identified By S C Sur, son of Late S N Sur, Shyam Apartment, Bidhan Garh, Sultanpur, 1st Floor, Kol P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700066, By Caste: Hindu, By Profession: Others

(.....)
ADDL. REGISTRAR OF ASSURANCES-II

On 15/05/2012

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number : 23, 5 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 1445500/- is paid40849414/05/2012State Bank of Andia, BURRA BAZAR, received on 15/05/2012

Payment of Fees:

Amount By Cash

(Abani KumarDey)
ADDL. REGISTRAR OF ASSURANCES-II

15/05/2012 14:23:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05744 of 2012
(Serial No. 00538 of 2005)

Rs. 198759.00/- on 15/05/2012

(Under Article 171) 198759/- on 15/05/2012)

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II



(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II
Endorsement Page 2 of 2

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AND WHEREAS the Vendor herein being the Executor of said last Will and Testament of Upendra Chandra Ghosh, since deceased, applied for grant of Probate before the Learned District Delegate at Alipore, 24 Parganas under Act XXXIX. The said Probate application was registered and numbered as Case no.97 of 1965. The Ld. District Delegate at Alipore was pleased to grant Probate of the said Will on 6th July, 1981.

AND WHEREAS in terms of the said desire of Upendra Chandra Ghosh, since deceased, the Executor had from time to time performed and complied with the directions stipulated in the said Will.

AND WHEREAS it has now become difficult for the Executor to keep and maintain the said property and also to carry out directions and obligations of the said Upendra Chandra Ghosh, since deceased and it has become impossible for the Vendor as Executor to carry out the same.

AND WHEREAS for smooth administration of the estate, the Vendor has decided to sell and dispose of the said property mentioned hereinbelow and utilise the sale proceed for the maintenance and up keeping of the estate.

AND WHEREAS the Purchaser herein coming to know of the aforesaid desire of the Vendor for sale of the said property which

the Vendor has agreed to sell and the purchaser has agreed to purchase **ALL THAT** piece or parcel of land togetherwith structure measuring 13.80 Cottah of land be the same a little more or less situate lying at and being present Municipal Holding No.938 Jessore Road (formerly No.435 and thereafter No.307 Jessore Road) Kolkata 700 055, Ward No.21, Circle 5 under South Dum Dum Municipality at or for a total consideration of Rs.4,14,000/- (Rupees four lakh fourteen thousand) only free from all encumbrances but subject to monthly tenants occupying a portion of the said property.

AND WHEREAS the Vendor has accepted the offer of the purchaser and has agreed to execute and register proper deed of Conveyance in favour of the purchaser upon payment of the aforesaid consideration money.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and further in consideration of the said sum of Rs.4,14,000/- (Rupees four lakh fourteen thousand) only paid by the purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor do hereby accept and of and from the same and every part thereof do hereby acquit release and discharge the purchaser as also the said property) the Vendor do hereby grant convey and transfer unto the Purchaser **ALL THAT** piece or parcel of land measuring 13.80 Cottah be the same a little more or less **TOGETHER WITH** brick built structure

standing thereon situate lying at and being present Municipal Holding No.938, Jessore Road, (Formerly No.435 and thereafter No.307 Jessore Road) Kolkata -700055 within the Municipal limits of South Dum Dum more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said property) free from all encumbrances, charges, claims, demands, attachments whatsoever save and except the monthly tenants occupying a portion of the said land, **OR HOWSOEVER OTHERWISE** the said messuage tenants or hereditaments and premises or any part thereof now stands or are or is or heretofore were or was situated tenanted butted/ bounded called known numbered described or distinguished **TOGETHER WITH** building fixtures yards courts sewers drains ways paths passages walls water, water courses lights rights liberties privileges easements and appurtenances whatsoever to the said messuage, lands, hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto **AND** the estate right title interest claim and demand whatsoever of the Vendor into and upon the said messuage tenement lands hereditaments and premises or any part thereof together with all deeds pattahs and muniments of title whatsoever in anywise relating to or concerning the said hereditaments and premises, or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom he may procure the same without any action or suit **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 Purchaser absolutely and forever **AND** the Vendor do hereby covenant with the purchaser **THAT NOTWITHSTANDING** any act deed or thing by the Vendor or his successors or predecessor-in-title as the case may be done executed or knowledge suffered to the contrary **HE** the Vendor is now lawfully rightfully and absolutely entitled to sell the said property hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner of conditions use trust or other things whatsoever to alter defect encumber or make void the same **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendor has now in himself good right and full power to grant the said messuage land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid **AND** the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage lands hereditaments and premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them or from or under any of his ancestors or predecessors-in-title **AND THAT** free and clearly and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor or by any of his ancestors or predecessors-in-title or any

person or persons lawfully or equitably claiming from under or in trust for them or any of them **AND FURTHER** that the Vendor and all his heirs executors, administrators shall at all times hereafter indemnify and keep indemnified the purchaser against any loss damage of any defect in the title of the Vendor **AND FURTHER** that the Vendor and all person or 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 the Vendor or from of under any of his successor or predecessors-in-title and shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute and cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said lands hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

AND THAT the Vendor has paid and satisfied all Municipal Rates and Taxes and other Levies, Impositions and outgoings, in respect of the said property and all interest, penalty etc. if any thereon accruing due till the date of execution hereof **PROVIDED HOWEVER THAT** in case there be any amount found due for the period upto the date of execution hereof, the Vendor shall be liable to pay and satisfy the same and shall indemnify and keep, saved harmless and indemnified the purchaser in respect thereof and from all losses, damages, costs, claims demands and proceedings

that may be suffered by the purchaser cause of non payment or delay in payment thereof **AND FURTHER THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act 1976 or the Thika Tenancy Laws or otherwise under any other Act or Law for the Vendor to transfer assign and assure the said property, benefits and rights hereby granted, sold, transferred and assured in favour of the purchaser in the manner aforesaid.

SCHEDULE ABOVE REFERRED TO

Pradip Kumar Ghosh
Executor to the Estate of
Upendra Ch. Ghosh

ALL THAT 13.80 Cottahs of land with structure standing with 1,000 sq ft *Cover Area* thereon at District North 24 Parganas, P.S. Dum Dum, Sub-Registry Cossipore within the South Dum Dum Municipality, of present Municipal Holding No.938 Jessore Road, Kolkata -700 055

(formerly known as no.435 Jessore Road and thereafter No.307 Jessore Road), Ward No.21, Circle 5 out of Touzi No.228/229, A.R.S. No.180, J.L. No.17, Mouza previously Krishnapur now Shyamnagar, being specific portion of Dag No.222 under Khatian no.884 and which is butted and bounded as follows -

- ON THE NORTH** : by Executor's rented property;
- ON THE SOUTH** : by Executor's property;
- ON THE EAST** : by land of Dharendra Nath Ghosh;
- ON THE WEST** : by Common passage leading Jessore Road,

IN WITNESS WHEREOF the Vendor hereto that hereunto set and subscribe his hand and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIBERED

by the **VENDOR** at Calcutta in the presence of :

1. Dipak Ghosh
Advocate, High Court

Pradip Kumar Ghosh
Executor to the Estate of
Upendra Ch. Ghosh


SIGNATURE OF THE VENDOR

2. ~~M. /~~ BIBINSHAI MOTEL
6A Naba Kailash
55/4 Ballygunge
Circular Road
Kolkata - 700 19

RECEIVED of and from the within mentioned **PURCHASER** the within mentioned consideration being Rs.4,14,000/- (Rupees four lakhs fourteen thousand) only as per memo below :-

Rs.4,14,000.00

MEMO OF CONSIDERATION

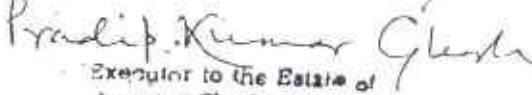
Date of Receipt	Particulars of Cheque/Cash	Drawn on	Amount
27.9.03	261976	State Bank of Saurashtra, Bhavanipur Branch	Rs.25,000/-
29.9.03	261977	State Bank of Saurashtra, Bhavanipur Branch	Rs.50,000/-
29.9.03	261979	State Bank of Saurashtra, Bhavanipur Branch	Rs.50,000/-
13.9.04	261983	State Bank of Saurashtra, Bhavanipur Branch	Rs.1,25,000/-
 28.1.04	262000	State Bank of Saurashtra, Bhavanipur Branch	Rs.1,64,000/-
Total :			Rs.4,14,000/-

Executor to the Estate of
Ipsandra Ch. Ghosh


(RUPEES FOUR LAKHS FOURTEEN THOUSAND) ONLY.

WITNESSES :-






















1. 
Dipak Ghosh
Advocate
High Court


Pradip Kumar Ghosh
Executor to the Estate of
Ipsandra Ch. Ghosh

VENDOR

2. 
Binubhai M. Patel

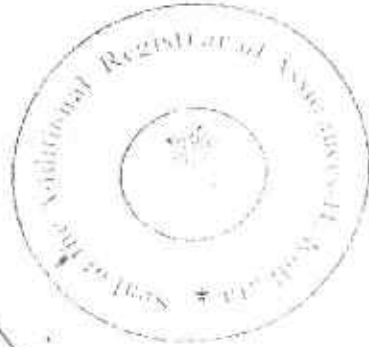
SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
<p><i>Pradip Kumar Ghosh</i></p>						
		Little	Ring	Middle Fore (Left Hand)		Thumb
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
Little	Ring	Middle Fore (Left Hand)		Thumb		
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
Little	Ring	Middle Fore (Left Hand)		Thumb		
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

Laxmi Patel

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 21
Page from 4327 to 4354
being No 05744 for the year 2012.



(Abani Kumar Dey) 19-May-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

DATED THIS 28th DAY OF January 2005

BETWEEN

SRI PRADIP KUMAR GHOSH

VENDOR

AND

MESSRS JESSORE ENTERPRISE
PVT. LTD.

PURCHASER

CONVEYANCE



~~REG. REGISTERED~~ MR. DIPAK BHATTACHARJEE,
Advocate
10, Old Post Office Street
Calcutta - 700 001.

D.R.