

BETWEEN

SRI PRADIP KUMAR GHOSH son of Late Sudhir Kumar Ghosh, residing at No. 435 Jessor Road, Kolkata- 700 055, under Police Station in the District of North 24-Parganas, by faith Hindu. by Nationality Indian, by occupation retired the Sole Executor to the Estate of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to a state of Upendra Chandra Ghosh (since deceased) hereinafter (since de

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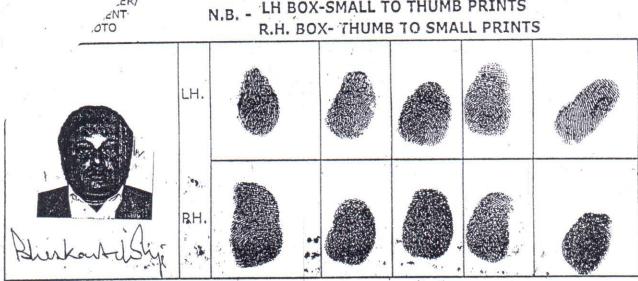
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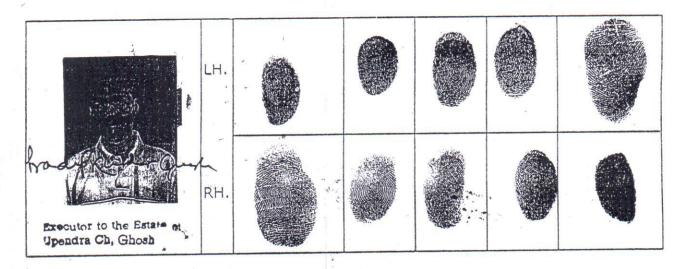
UNDER RULE 44A OF THE I.R. ACT 1908

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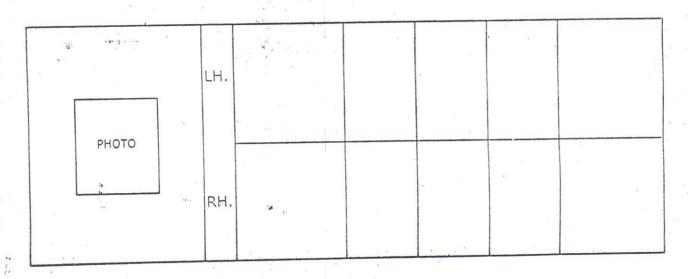
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the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the <u>FIRST PART</u>.

AND

BHASDEEP INFRASRUCTURE DEVELOPMENT LTD. a private limited Company registered under Companies Act. 1956 having its Registered Office at 182, Jessore Road, P.S. Dum Dum, Kolkata- 700 074 represented by its Chairman MR. BHASKAR ADITYA son of Late Biman Kumar Aditya, by faith Hindu, by Nationality Indian, by occupation- Business, residing at 182, Jessore Road, P.S. Dum Dum, Kolkata- 700 074. hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its Board of directors and their next successors- in-interest, administrators, legal representatives and assigns) of the SECOND PART.

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 24 Cottahs (more or less) and other properties comprised in Dag No. 223, Khatian No. 5, 6,7, 11; J.-L. No. 17, Now 32/20, R. S. No. 180, Touzi No. 228 and 229 of Mouza-Shyamnagar, together with structure standing thereon situate lying at and being present Municipal Holding No. 938 Jessore Road, Kolkata-700 055 under Dum Dum Police Station in the District of North 24-Parganas within the Municipal limits of South Dum Dum Municipality more fully and particularly described in the Schedule hereunder written and (hereinafter for the same of brevity referred to as "the said property").

AND WHEREAS the said Upendra Chandra Ghosh died intestate on 7th May 1965 Before his death the said Upendra Chandra Ghosh since deceased made and published his Last <u>WILL</u> and Testament on 28th April 1962 wherein he appointed the Vendor herein as the Sole Executor of the <u>ESTATE</u> of Upendra Chandra Ghosh since deceased. In the said property to the legatees mentioned herein with certain directions upon the Executor to perform certain duties mentioned therein.

AND WHEREAS the Vendor herein being the Executor of said Last WILL and Testament of Uenpdra Chandra Ghosh (since deceased) applied for grant of Probate before the Learned District Delegate at Alipore, 24-Pargans under Act XXXIX. The said Probate application was registered and numbered as Case No. 97 of 1965. The Learned 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 <u>WILL</u>.

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 mention herein below and utilize the sale proceeds for the maintenance and upkeep of the estate.

AND WHEREAS that till date of this Conveyance the Vendor has not entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said property.

AND WHEREAS the Vendor herein stated and declared that the said property is not affected by any attachment including any attachment under any certificate cases or any proceedings started at the instance of the Income Tax authorities or other Government Authorities under the Public Demand Recovery Act or otherwise whatsoever and that there are no certificate of arrears of Recovery Act or any other Act for the time being in force.

AND WHEREAS it is hereby declare that the said property is free from all encumbrances and it is transpired that the said property hereby sold conveyed and transferred and assigned by the Vendor if not free from all encumbrances as hereinbefore covenants, the Vendor shall be bound to refund to the Purchaser, the full consideration money paid hereunder together with the cost of the Stamp duty and registration charges and the legal fees incurred by the Purchaser herein together with the damages which the Purchaser herein may or may be suffered. The Vendor has not yet made any agreement, mortgage or sale to any Third Party to the property mentioned herein.

AND WHEREAS the Vendor has agreed to sale and the Purchaser has agreed to purchase the said land with structure measuring an area of 12 Cottahs (be the same a little more or less) situate lying at and being Municipal Premises No. 938, Jessore Road, Kolkata- 700 055 under Dum Dum Police Station in the District of North 24-Parganas at/or for the Consideration of Rs.4,00,000/-(Rupees Four Lac only) which is free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above proposal by the Vendor a consideration money of Rs.4,00,000/-(Rupees Four Lac) only which is a legal lawful money of Union of India well and truly paid by the Purchaser to the Vendor on/or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and for ever discharge the Purchaser and the undivided and impartibly proportionate share interest and ownership in the land in the said property the Vendor doth hereby absolutely and indefeasibly grant, convey, sell, transfer assign and assure unto the Purchaser ALL THAT piece or parcel of land containing an area of 12 Cottahs (be the same a little more or less) together with Tin-Shed structure standing thereon being the said Municipal Premises No. 938, Jessore Road, within under Dum Dum Police Station in the District of North 24-Parganas in Dag No. 223, under Khatian No. 5, 6, 7, 11, J. L. No. 17, now 32/20, R. S. No. 180, Touzi No. 228 and 229 of Mouza- Shyamnagar and full delineated in the Map or Plan annexed hereto and thereon bordered RED (all the above hereinafter collectively referred to as "the said property") AND TOGETHER WITH all manner of former and other rights, lights, liberties, advantages easements privileges emoluments appendages and appurtenances whatsoever to the said emoluments appendages and appurtenances whatsoever to the said property or any part or parts thereof belonging or in anywise appertaining or which the same or any part or parts thereof now are or in or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the revision or revisions remainder or remainders AND the rents issues and profits thereof and every part thereof AND all the legal incidents and inheritance thereof AND all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the Vendor in to and upon the said property or any part or parts thereof TOGETHER WITH true and correct copies of all deeds pattahs

monuments writings and evidences of title relating to the said property or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the Vendor or which the Vendor can may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property AND ALL SINGULAR other the premises hereby granted conveyed and transferred or expressed or intended so to be and every part thereof TOGETHER WITH all its rights appurtenances unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances AND the Vendor doth hereby covenant with the Purchaser.

- 1. THAT notwithstanding any act deed matter or thing by Vendor done or executed or suffered to the contrary, the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled as an estate of inheritance in fee simple in possession to the said property and every part thereof AND
- 2. THAT notwithstanding as aforesaid the Vendor now have in himself good right full power absolute authority and indefeasible title to grant convey sell transfer assign and assure <u>AND SINGULAR</u> the said property hereby granted conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid according to the true intent and meaning of these presents AND
- 3. THAT the Purchaser shall and will any may from time to time and at all times hereby granted sold and conveyed and received and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance, eviction, interruption, disturbance claim and demand whatsoever from or by the Vendor and all persons claiming from under or in trust for the Vendor AND

- 4. THAT free and clear and freely and clearly and absolutely acquitted exonerated discharges and released or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of and other charges mortgages claims liens lispendens attachments and encumbrances whatsoever created by Vendor AND
- 5. THAT the Vendor and all persons having or claiming any estate right title interest property claim and demand whatsoever both all law and in equity in to or upon the said property hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or every part thereof from through under or in trust for the Vendor or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effectually Granting selling transferring or assuring the said property and every part or parcel thereof unto and to the use of Purchaser as shall or may be reasonably.

THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece and parcel of land measuring 12 Cottahs (be the same more or less) together with a Tin-Shed structure covering an area of 200 Sq. ft. standing thereon situate & lying at and being Municipal Premises No. 938, Jessore Road, Kolkata-700 055 under Dum Dum Police Station within the Jurisdiction of South Dum Dum Municipality comprising portion of Dag No. 223 under Khatian No. 5/6/7/11, J. L. No. 17 now 32/20, R. S. No. 180, Touzi No. 228 of Mouza- Shyamnagar, within Ward No. 21, Additional District Sub-Registration Office, Cossipore Dum Dum, in the District of North 24-Parganas.

BUTTED AND BOUNDED BY ::

ON THE NORTH BY

ON THE SOUTH BY

ON THE EAST BY

ON THE WEST BY

IN WITNESS WHEREOF the vendor and the Purchaser have hereunto set and subscribed their respective hands and signatures the day

SIGNED AND DELIVERED by the

month and year first above written.

VENDOR at Kolkata in presence of :-

1. Suchobbon Den Suptra 188/1 Ph Jula Noad

SIGNATURE OF THE VENDOR

RECEIVED of and from within named Purchaser the within mentioned sum of Rs.4,00,000/-(Rupees Four Lac) only in full payment of the consideration money for Memo below.

MEMO OF CONSIDERATION

A/c Payre cleque No 171698 dated 13.3.7008 on The Bank of Rajastham and Salt Lake City Br Cal-64 to is 4,00,000f- (lupers town lac only)

WITNESSES ::-

1. Senhoblan Das Gerpta

2. Praw. Banisof

Executor to the Estate of (lend)
Ipondra Ch. Ghosh

SIGNATURE OF THE VENDOR

Deed Prepared By ::-

Sati mitty Mt

Sri Sati Nath Nag

(Advocate)

Sealdah Civil Court, Kolkata- 14, Enrollment No. W.B./263/1984:

Typed By ::-

NilKamal Mallick
No. 5, Dr. Priya Nath Guha Road,
Belghoria, Kolkata-700 083.



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Certified to be a True Copy

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RECEIVED of and from within named Purchaser the within mentioned sum of Rs.4,00,000/-(Rupees Four Lac) only in full payment of the consideration money for Memo below.

MEMO OF CONSIDERATION

A/c Payre Cheque No 171698 dated 13.3.2008 on The Bambe of Najaotham and Salt Lake City Br Cal-64 to its 4,00,000f- (lapers toner laconly)

WITNESSES ::-

1. Sunhoblan Das Gerpha

2. Praw. Banto

SIGNATURE OF THE VENDOR

Sri Sati Nath Nag

(Advocate)

Sealdah Civil Court, Kolkata- 14, Enrollment No. W.B./263/1984.

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