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00BB 326574



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Road, P.O. Budge Budge, District - South 24 - Parganas, hereinsfter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the subject or contact be deemed to mean and include his heirs, executors, administrators,

Page 2 of 16 pages.



ALL: Registrer of Assertances



00BB 326575



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legal representatives and/or assigns) of the <u>FIRST PART</u> AND <u>MESSRS</u>, <u>REGENT HOMES PVT. LTD</u>, a Company incorporated under the Companies Act, 1936 having its Registered Office at No. 1, Netali Subhas Road in the town of Calcutta, nereinafter referred to as

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Trussury
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the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the SECOND PART AND SRI MANESH KUMAR PRAHLADKA, son of Sri Mantu Ram







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Prabladks, by faith -Hindu, by Docupation -Business, residing at No. 4/5; Singhi Bagan Lane, Calcutta - 700 007, hereinafter referred to as the "CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to means and include his heirs, executors, administrators, legal representatives and/or assigns) of the THIRD PART:







[6]

Basantlal Murarka was seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of ALL THAT piece or parcel or plot of land containing by measurement an area of 2 (two) bighas, more or less, situate, lying at and comprised in Moura - Sibpur, Touji No. 151, Plot No. 1:1 of Regent Estate in the District of 24-Parganas (hereinafter referred to as the "said plot of land") ;









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AND WHEREAS by an Indenture of Conveyance dated the 19th December, 1940 registered in Book No. I Volume No. 1, Pages 275 to 283, Being No. 19 for the year 1941 at the Office of the Alipore Sudar, the said Smt. Rama Devi Murarka sold, transferred and conveyed the "said plot of land" unto and in favour of one Shri Jatindra Kumar Mukherjee ;

Calcutta Collectorata, Treasury Sold to 1000 -







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AND WHEREAS in the premises aforesaid, the said Bhri Jatindra Kumar Mukherjee was seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of the "said plot of land";

AND WHEREAS subsequently, the "said plot of land" was numbered and known as premises No. 130, Netaji Subhas Chandra Bose Road, Calcutta;

Calcutta Collectorate, Treasury 26

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AND WHEREAS the said Enri The Rumar Mukherjee cut of his own self acquired funds duly erected a two storied brick built building and other structures in or upon portions of the "said plot of land":

AND WHEREAS by a Deed of Conveyance dated the 20th day November, 1959 registered in Book No.I., Volume No. 36. Pages 257 to 264. Esing No. 3415 for the year 1959 at the Office of the Sub-Registrar Alipore, Behala, the said Sri Jatindra Kumar herise sold, transferred and conveyed unto and in favour of Bri Chitta Ranjan Ghosh, Sri Niber Ranjan Shosh, Sri Priti Ranjan Sri Probhat Ranjan Shosh and Sri Asit Ranjan Shosh some of Late Jatindranath Shosh A N D Sri Manas Ranjan Shosh, Sri Nisit Hanjan Shosh, Bri Ashoke Ranjan Ghosh, Sri Samir Ranjan Shown and Sri Madhup Ranjan Ghowh all mons of Late Manoranian Shosh thereinafter jointly referred to as the "CO-OWNERS". THAT piece or parcel or Plos of revenue Redeemed land containing by measurement an area of 2 (two) bighas be the same a little more or lass TOGETHER WITH two storied brick built building house, godowns, out-houses, servant quarters, durwan quarters, boundary walls and other structures whatspayer lying erected and/or built thereon mituate lying at and being Municipal premises No. 130, Netaji Subhas Chandra Bose Road, Tollygunge and also known as premises No. 111, Regent Park, Calcutta - 700 848, hereinafter referred to as the "said property"; herminafter referred to as the

AND WHEREAS in the premises the Vendor herein alongwith his abovenamed co-owners are jointly seized and possessed of or otherwise well and sufficiently entitled as absolute owners in respect of the "said property" being the land and premises No. 130, Netaji Subhas Chandra Bose Road, also known as premises No. 111, Regent Park, Tollygunge, Calcutta, more fully described in the Schedule hereunder written and also shown and delineated in RED borders in the Map or Plan ananoxed hereto each having equal undivided 1/10th (One-terth) share or interest therein;

AND WHEREAS by an Indenture of Lease dated the 14th day of December, 1968 registered in Book No. I, Volume No. 185, Pages 193 to 115, Being No. 7289 for the year 1968 at the Office of the Sub-Registrar, Alipore, the Vendor herein alongwith his said co-owners duly granted lease in respect of the "said property" more fully described in the Schedule hereunder written, unto and in favour of Sri Khagendra Kumar Neogi, carrying on business under the firm name and style of M/s. Modern Drug House as sole Proprietor thereof for a term of 21 years commencing from the 1st day of January, 1969 and expiring on the 31st December, 1989 t

AND WHEREAS the said Lessee Sri Khagendra Kumar Neogi died on or about the 5th August, 1984, whereupon the heirs and legal representatives of the said deceased became entitled to the lease hold rights of the said deceased in respect of the "said property" as per the said lease Deed dated 14th day of December, 1968:



AND WHEREAS despite the expiry has been the said Lease-Deed dated the 14th day of December 1946 confidence in the said deceased the heirs and/or legal representatives of the said deceased-Leasee Sri Khagendra Kumar Neogi failed and/or neglected and/or refused to vacate and to deliver the vacant and peaceful possession of "the said property" and they sub-let "the said property" in favour of the sub-tenant M/s. Evergreen Developers (P) Ltd., who has since been admitted as direct Tenant by the Vendor alongwith his said co-owners at the agreed monthly rent (

AND WHEREAS the Vendor abovenamed is seized and possessed of and/or well and sufficiently entitled to as absolute Owner in respect of undivided 1/18th share of the said land and premises No. 111, Regent Park, (also known as No. 138, Netaji Subhas Chandra Bose Road) Calcutta ;

AND WHEREAS the Vendor abovenamed represented that the "said property" and/or the said undivided 1/10th (One-Tenth) share and/or interest of the Vendor therein are free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities and trusts whatsoever, save and except the tenancy right of the said M/s. Evergreen Developers (P) Ltd. as aforesaid and also that the said property is not affected by any acquisition and/or requisition and/or alignment proceedings and that there is no impediment of any nature whatsoever for the Vendor to sell and/or transfer his undivided 1/10th share or interest in the said property;

AND WHEREAS by an Agreement dated the 23rd day of July, 1991 the Vendor agreed to sell and one Sri Mahesh Kumar Prahladka of No. 4/5, Singhi Bagan Lane, Calcutta agreed to Purchase ALL THAT the Vendor's undivided 1/18th share or interest in "the said property" more fully described in the Schedule hereunder written free from all encumbrances whatsoever but subject to the occupation of the said tenant and/or occupier, at or for the agreed consideration and on the terms and conditions therein mentioned and it was interalia agreed that the Vendor shall complete the sale in respect of his said undivided 1/18th (one-tenth) share or interest in the property in favour of the said purchaser Sri Mahesh Kumar Prahladka or his nominees or nominees;

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AND WHEREAS the said Sri Mahesh Kumar Prahladka duly nominated M/s. Regent flowes Pvt. Ltd., the purchaser abovenamed as his nominee to complete the purchase in respect of the Vendor's undivided 1/10th (one-tenth) share and/or interest in the said property, at or for the consideration and on the terms and conditions contained in the said Agreement for Sais dated 23rd July, 1991, which nomination the Vendor herein duly accepted and confirmed;

AND WHEREAS in the premises aforesaid, the vendor agreed to nell and the Purchaser abovenamed agreed to purchase ALL THAT the Vendor's undivided 1/18th (one-tenth) share or



interest in the "said property" more for descriptions, in the Schedule hereunder written, free from all Maturaliances, mort-gages, charges, liens, lispendens, claims, demands, liabilities, attachments, trusts, acquisitions, requisitions and alignments wharsdever, but subject to the tenancy right of the Tenant abovenamed, at or for the consideration and on the terms and conditions contained in the said Agreement for Sale dated 23rd July, 1991 t

AND WHEREAS in or about January, 1994 the said Sri Maheeh Kumar Prahladka alongwith Mesars Regent Homes Private Limited the purchasers herein instituted a suit being Title Suit No. 5 of 1994 in the Court of Learned 5th Assistant District Judge at Alipore against the Vendor herein interalia for a decree for specific performance of the said Agreement for sale dated 23rd July, 1991 and other reliefs;

AND WHEREAS by a Judgement and decree dated 31st October, 1995 passed by the Learned 5th Assistant District Judge, Alipore the said Title Suit Mo. 5 of 1994 was decreed in favour of the said 5ri Mahesh Kumar Prahladka and Messrs Regent Homes Private Limited. By the said decree, the Learned Court interalia directed the Vendor abovenanced to transfer and convey the said property being the vendor's undivided 1/10th share or interest in the said property by executing and registering the Deed of Conveyance upon payment of the balance consideration money by the purchaser as per the said Agreement within a period of two months from the date of the said decree. It was also decreed and ordered that in case of default, the said Sri Mahesh Kumar Prahladka and Messrs Regent Homes Private Limited shall be at liberty to have the Deed of Conveyance executed and registered in favour of the Purchaser abovenamed through Court after depositing the balance consideration money;

AND WHEREAS despite the said Judgement and decree dated 31st October, 1995 passed in the said Title suit No. 5 of 1994 the Vendor abovenamed failed and/or neglected to complete the transfer in respect of the said suit property by executing and registering the Deed of Conveyance in favour of the Purchaser abovenamed within the time allowed by the Learned Court. In view of the said default on the part of the Vendor abovenamed as aforesaid, the said decree-holders Sri Mahesh Kumar Prahladka and Messrs Regent Homes Private Ltd., the Purchasers herein instituted Execution proceeding being Title Execution case No. 3 of 1996 in the court of the Learned 5th Assistant District, Judge at Alipore;

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said Agreement and in pursuance of the said decree dated 31st October, 1995 passed by the Learned 5th Assistant District Judge at Alipore in Title suit No. 5 of 1994 (Mabesh Numar Prahladka & Anr. -ve- Nishit Ranjan Ghosh) and the orders from time to time passed by the Learned 5th Assistant District Judge at Alipore in Title Execution Case No. 3 of 1996 and in consideration of the sum of Rs.1,00,000/= (Rupees One Lac)



transferred assigned and assured or expression intended so to be unto and to the use and benefit of the Furchaser absolutely and for ever and without any manner of condition use trust and other things whatspever to alter defeat encumber or make void the same AND free from all encumbrances charges liens lispendens claims demands liabilities, acquisitions, requisitions alignments or trusts whatspever but subject to the tenancy right of the tenant aboversmed [

AND THE VENDOR doth hereby covenant with the Purchaser as follows :-

THAT notwithstanding any act deed matter or thing whatsgever by the Vendor or any predecessors in title of the Vendor made committed or knowingly suffered to the contrary the Vendor is lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the "said Undivided there or interest in the said property" hereby granted sold conveyed and transferred or intended so to be in perfect and indefeasible estate of inheritance without any manner of conditions use trust or thing whatsoever to alter defect encumber or make void the same ;

THAT notwithstanding any such act deed matter or thing whatspever as aforesaid, the Vendor now has good right full power and absolute authority and indefeasible title to grant, sell convey and transfer the "said Undivided share or interest in the said property" and hereby granted sold conveyed and transferred and/or expressed or intended so to be unto and to the use of the Furchaser in the manner sforeward and according to the true interest and meaning of these presents;

AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the "said Undivided share or interest in the said property", hereby granted, sold conveyed and transferred AND receive the rents issues and profits of the said property to the satent of 18 (ten) percent part or share thereof, without any lawful eviction interruption hindrance claim or demand whatsoever from or by the Vendor or any other person or persons having or lawfully or equitably claiming from under or in trust for the Vendor 1

AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and discharged by and at the costs and expenses of the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and against all manner of encumbrances whatsoever made suffered created done executed or occassioned by the Vendor or his co-owners or predecessors in Title or any other person or persons whomsoever, lawfully or equitably or rightfully claiming any estate or interest or right as aforesaid but subject to the tenancy right of the said tenant as aforesaid t



AND THAT the "said property" seeing the land and presides No. 136, Netail Subhas Chandra Bose Road. Calcutts, now known as it; Regent Park, and/or the said "Undivided Share or interest in the said property" is not affected by any attachment including attachment under any Certificate case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty authorities or other government authorities under the Public Demands Recovery Act or any other acts or otherwise whatsoever. AND THAT there is no certificate case or proceedings pending against the Vendor for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act and/or any other acts for the time being in force AND THAT the "said property" is not affected by any notice or scheme of the Calcutta Improvement Trust or the Calcutta Hunicipal Corporation or the Calcutta Metropolitan Development Authority or the Government or any other Public Body or Authority for Requisition or Acquisition or otherwise t

AND THAT no declaration has been made or published for acquisition of the "said property" or any part thereof under the land acquisition Act or any other acts for the time being in force :

AND THAT as far as the Vendor is aware, there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the Vendor to grant transfer convey sell assign and assure the "said Undivided share or interest in the said Property" in favour of the Purchaser in the manner aforesaid;

AND THAT the Vendor and all other persons having or lawfully or equitably or rightfully claiming any estate right title interest trust property claim and demand whatsoever in the "said Undivided share or interest in the said property" hereby sold conveyed granted and transferred or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do make execute and perfect or cause to be done made executed and perfected all such acts deeds matters and things whatsoever for further better and more perfectly assuring granting, transferring conveying and confirming the "said undivided share or interest in the said property" and every part thereof unto and to the use and benefit of the Furchaser for ever in the manner aforesaid as shall or may be reasonably required:

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel or plot of revenue redeemed land containing by measurement an area of 40 (forty) cottans (on actual measurement 40 cottans 4 chattaks) more or less TOGETHER WITH two storied brick built building, out-houses, godowns, hereditaments, tenements, dwelling houses, garages, servant quarters, durwan quarters, boundary walls and other structures whatspever lying erected and/or built thereon situate lying at



and being Municipal premises No. 130, Ne andra Bose Road, (Also known as 111. Regent Park), Calcutta - 700 840, comprised in Touzi No. 151, Chota Hudda, Mouza - Shibbore, Parganas Phampur, P.S. Sadar Tollygunge, Now Jadavpur and Registry Office at Alipore and butted and bounded as follows to

ON THE NORTH By Aspks Hall School, premises No. 110, N.S.C. Bose Poad, (siso known . as No. 110, Regent Park), Calcutta.

ON THE EAST By Old Municipal Road.

By Public Hoad running between Netaji Subhas Chandra Bose Road and ON THE SOUTH Jadavour

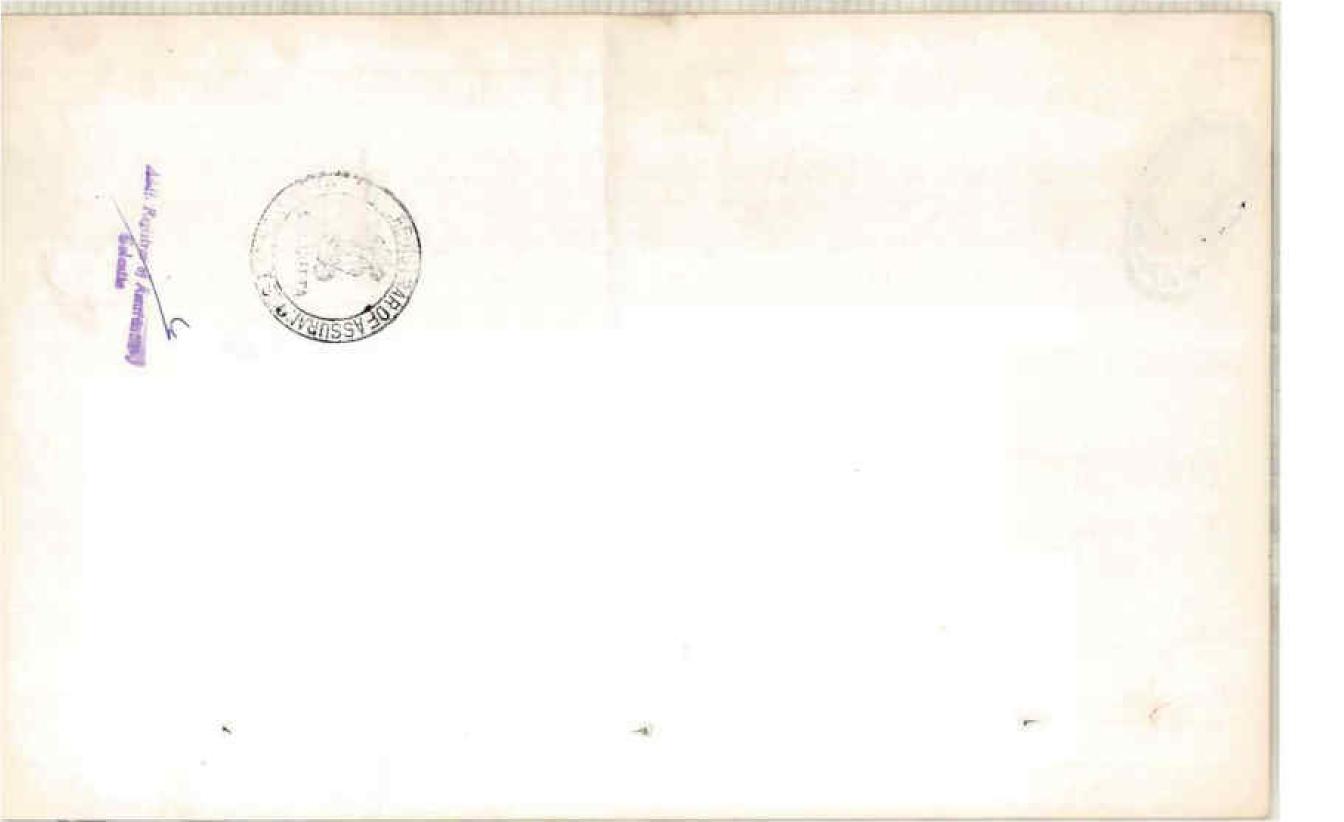
By Public Road beyond which is premises No. 129, N.S.C. Bose Road, (also known as No. 116, Regent Park), Calcutta. ON THE WEST

IN WITNESS WHEREOF the VENDOR has put his hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED by the **VENDOR** shovenamed at Calcutts in the presence of

Jodge out front 00 31.10.95 PO 17.50 5/90 by 150 court inform and ME/S

> antatant District Judge 5th Cour 04.4.96 Alipere





RECEIVED of and from the Withinnessed Furchaser the withinmentioned sum of Rs. 4.60,000/* (Rupees four lacs sixty thousand) only towards full consideration as per Hemo hereunder written.

Rs. 4,60,000/=

MEMO OF CONSIDERATION

(a) By Pay Order No. 001386 dated 12.07.91 issued by Central Bank of India, Singhi Bagan C.R. Av. branch, Calcutta, in favour of the Vendor ...

Rs.1,00,000.00

(b) By depositing in Court vide Challan No. 61662(V) dated 26-3-1996, as per Orders passed by the Learned 5th Assistant District Judge, Alipore both in Title Suit No. 5 of 1994 and Title Execution Case No. 3 of 1996.

Ra.J.58.888.88

TOTAL :

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Rs.4,60,000.00

(RUPEES FOUR LACS SIXTY THOUSAND ONLY)

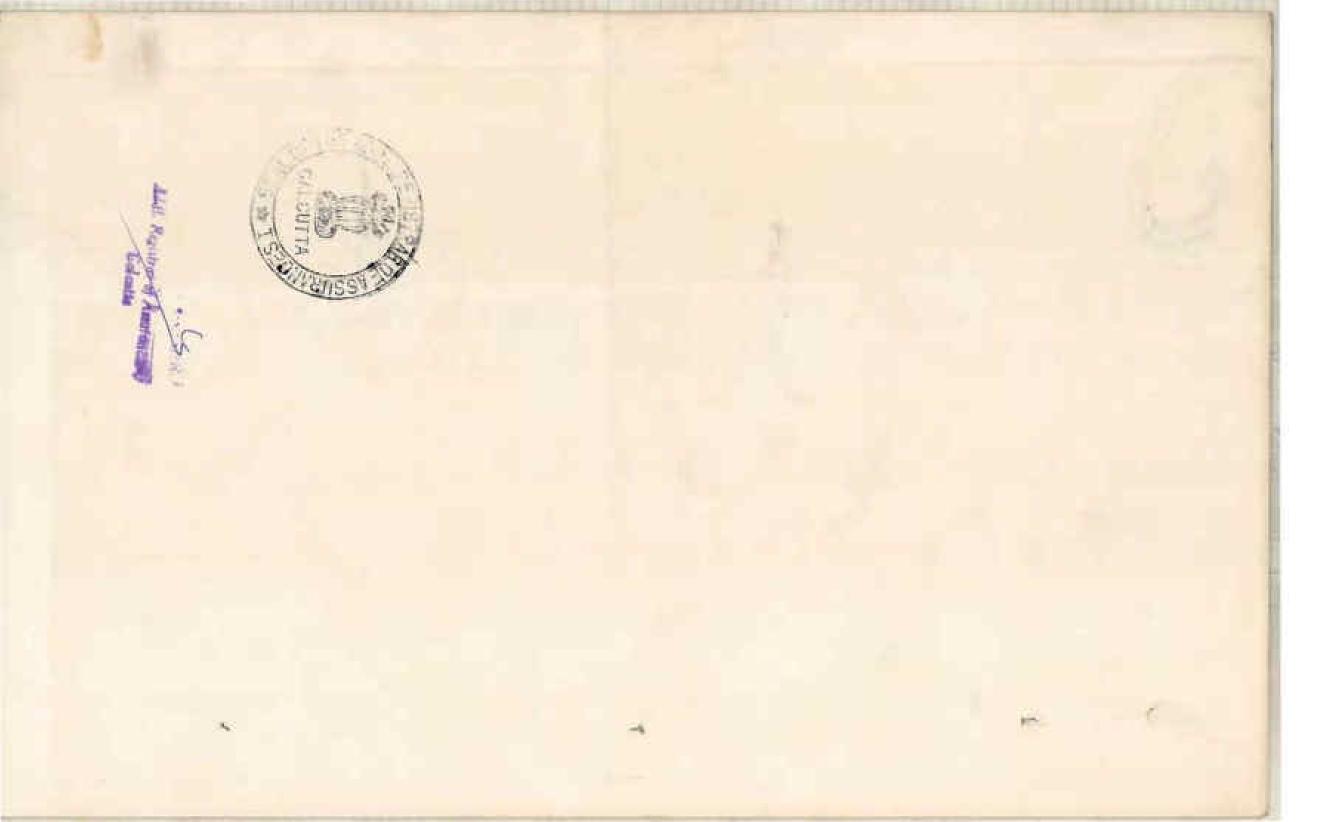
Witnesses :-

Judgement In seed and
31.10.95 in TS 6194
by the count in from
of Michael Karmen Salland Kar and Mys Report
Homes Pot Hd.

Sth Cour ,

24.4.74

Drafted by: Binay Jain, Advocate





463 421 2383 1996

DATED THIS 24 TOAY OF About 1990.

between

SRI NISIT RANJAN GHOSH

VENDOR

AND

M/S. REGENT HOMES (P) LTD

..... PURCHASER

AHD:

SAI MAHESH KUMAR PRAHLADKA

.... CONFIRMING PARTY

RE: 1/10TH SHARE IN PREMISES NO. 130, N.S.C. BOSE RD. (ALSO KNOWN AS 111, RESENT PARK), CALCUTTA-700 040.





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INDENTURE OF CONVEYANCE

MR. B.K. JAIN. BOLICITUR & ADVOCATE, 60. KIRAN SHANKAR ROY ROAD, CALCUTTA - 700 001.

only paid by the Confirming Party to the V earnest soney and a further sum of Rs. 3,60,000 as athores three lacs and sixty thousand) only duly deposited by the Furchaser court as per the orders passed by the Learned 5th Assistant District Judge at Alipore both in the said Title Suit No. 5 of 1974 and Ex. Case No. 3 of 1996, vide challan No. 61662(V) dated 26.03.1996, the Vendor doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser, free from all encumbrances whatsnever but subject to the tenancy right the tenant abovenamed ALL THAT an undivided 16% (ten) per cent share or interest in the "said property" being the piece or parcel of plot of land containing by measurement an area of 2 (two) Bighas (equivalent to 40 cottahs) be the same a little more or less TOGETHER WITH two storied brick built buildings, hereditaments, godowns, tenements, dwelling houses, boundary walls and other structures whatsoever lying erected and built thereon Situate lying at and being Municipal premises No. 130. Netaji Subhas Chandra Bose Road, also known as No. 111, Regent Park, Tollygunge in the town of Calcutta, more fully described in the Schedule hereunder written and also shown and delineated in borders in the Map or Plan annexed hereto, hereinafter referred to as "the said undivided share or interest in the said property"

OR HOWSDEVER OTHERWISE the "said undivided share or interest in the said property" or any part thereof now are or is or herstofore were or was situated tenanted butted bounded called known numbered described and distinguished;

TOSETHER WITH all structures, ways, walls, yards, compounds, areas, paths, passages, sewers, drains, water, water courses and all manner of conditions and all other rights of land comprised therein and all liberties, privileges easements and appurtenances whatsoever thereunto belonging or held or occupied therewith or reputed to belong or appurtenant thereto AND the reversion or reversions, remainder or remainders AND the rents, issues, and profits of the said property to the extent of 10 (ten) per cent part or share thereof AND all the estate, right, title interest claim and demand whatsoever both at law and in equity of the Vendor into upon and in any manner concerning the said "Undivided share or interest in the said property" and every part thereof;

TOSETHER WITH all deeds, pattans, muniments, writings and evidences of title and other documents exclusively relating to or conversing the "said Undivided Share or interest in the said property" or any part thereof, which now are, or hereafter small or may be in the custody power or possession of the Vendor or any other person or party from whom the Vendor can or may procure the same, without any action or suit at law or in equity AND ALSO the benefits of the Covenants for production of Title Deeds made by or on behalf of the predecessors in title of the Vendor;

TO HAVE AND TO HOLD the "said Undivided share or interest in the said property" hereby sold granted conveyed



