

8 07845

3-04516



12  
3965042  
810  
96920  
21/12/05  
Smt. Neogi  
Pvt. Neogi

8002201  
800100

87900  
28  
4  
800351  
LH  
m/c

Stamp paper details and handwritten number 2374.

STAMP AFFIXED BY  
K. K. K. K.

2-12-04

THIS INDENTURE is made on This 2nd Day of December, 2004

Two Thousand Four BETWEEN SMT. GOPA GHOSH( nee Neogi), wife of Sri Samarjit Ghosh, residing at 9, Chakraberia Road (South), Kolkata - 700 025. (2) SMT. SAMPA GHOSH (nee Neogi),

9N

296450/-  
730375/-

23/07/05  
32,626/-

5/6/05

10965047/-  
296450/-

25/07/05

5-0  
Dec 2004  
Attorney for

Kiran Chand  
Kumawat



Kiran Chand  
Kumawat

Sub-Registrar-III  
Muzaffargarh 24 Parganas  
2034  
2 DEC 2004

*[Handwritten signature]*

For SWASTIK PROJECTS PVT. LTD.

Kiran Chand  
Kumawat

1. Kiran Chand Kumawat  
Director

For SWASTIK PROJECTS  
P.V.T. S.T. District 12,  
Shakarpore Samaj

*[Fingerprint]*  
2035

2. Gopal Ghosh w/o Sri Samrajit  
Ghosh of A. Chakrabarti

*[Fingerprint]*  
2036  
Shampa Ghosh

Road 3, Shampa Ghosh w/o Sri  
Sukhankar Ghosh of 80, Golghata  
Road

*[Fingerprint]*  
2037  
Rupa Datta

Rupa Datta w/o Sri  
Kumaran Sankar Datta

*[Fingerprint]*  
2038  
Sankar S.T.D

33, Mahabha  
Sankar S.T.D

Name: Prabakrish  
S/o. P/o. P/o  
of: Hindu  
City: City  
Profession: Conf



STAMP AFFIXED BY

*V. S. Ghosh*  
15/11/50

wife of Sri Subhankar Ghosh, residing at No. 80, <sup>GOLAGHATA</sup> ~~Chhatrapati~~ <sup>Chhatrapati</sup> ROAD, Kolkata 700 048. (3) SMT. RUPA DUTTA (nee Neogi), wife of Sri Kumar Sankar Dutta, residing at No. 33, Mahendra Sarkar Street. Kolkata - 700 012. (4) SMT. RINKI DEY (nee



2039.

Gsa Neogi

Ahi nendaa nath.  
— Neogi.  
Registered attorney for  
SM-Rinkidem

Gsa Neogi conflict  
attorney for SM  
Pinki Chowdhury



Identified by my  
Amalakkiah  
City. 2/12/04

Dist. Reg-Registrar-110  
6th Floor, 24 Pergana  
2 DEC 2004



STAMP  
PINKI CHOWDHURY

Neogi), daughter of Sri Dharendra Nath Neogi, residing at No. 10, Ganesh Chandra Avenue, Kolkata - 700 013 and (5) SMT. PINKI CHOWDHURY (nee Neogi), wife of Sri Pratap Chowdhury, residing at No. 162/8/280, Lake Gardens, Kolkata - 700 045.

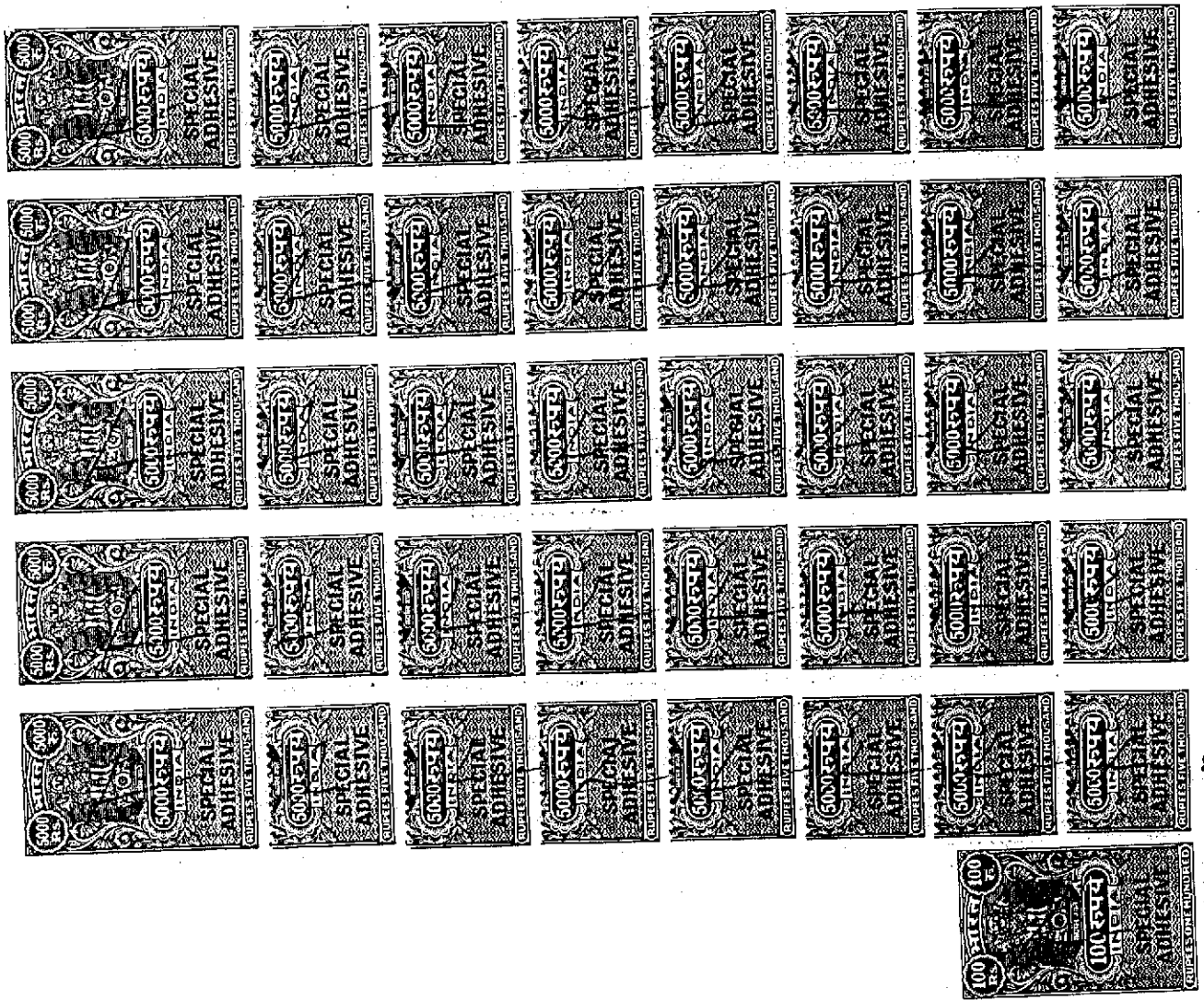
JK

Se  
Re  
St

9N



2004, *[Signature]* - Registrar - III  
Illinois, Court: 2d, Perceps  
2 DEC 2004



STAMP AFFIXED  
*29/11/04*  
[Handwritten signature]

hereinafter called the VENDORS (which expression shall unless excluded by or repugnant to the context hereof be deemed to include their heirs, executor, administrator, legal representative and/or assigns) of the ONE PART.

A N D

*[Handwritten initials]*

*[Handwritten initials]*

9N



Dist. Sub-Registrar-III  
Meerut South 24 Pargana

27/11/2004



M/S. SWASTIK PROJECTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 12, Shakespeare Sarani, Kolkata - 700 071, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed and include its successor or successors in office and/or assigns) of the **OTHER PART**.

**WHEREAS :**

A) One Ramlal Mitra was a Mortgagee in respect of the property having an area of 10 Cottahs more or less being premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020.

B) Said Ramlal Mitra as a Mortgagee brought a suit against his Mortgager and obtained a decree and in execution of the said decree he purchased the said property being premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020 with the sanction of the Court for a sum of Rs. 41,600/= (Rupees forty one thousand six hundred only) in the auction sale held on 25th August, 1972.

C) Said Ramlal Mitra not having the sufficient fund approached one Somendra Kumar Neogi for a sum of Rs.30,000/= (Rupees thirty thousand only) for the purpose of depositing the balance price of the auction sale and obtained the said



**Dist. Sub-Registrar-III**  
**(Apartment 24 Parkanna)**

**2 DEC 2004**

sum from said Somendra Kumar Neogi by executing a registered Deed of Assignment in his favour dated 7th September, 1972.

D) The sale in respect of the said property was thereafter confirmed and said Ramlal Mitra by the said Deed having agreed to transfer his right under the said mortgage decree and the right in respect of the said property obtained by him under the said Court Sale at a settled price of Rs.41,600/= (Rupees forty one thousand six hundred only) he agreed to execute a Deed of Conveyance in favour of said Somendra Kumar Neogi on receipt of a balance sum of Rs.11,600/= (Rupees eleven thousand six hundred only) and thereafter on diverse dates in between 03.10.1972 to 16.08.1974 said Somendra Kumar Neogi paid at the request of the said Ramlal Mitra paid a further sum of Rs.8,350/= towards part payment of the total balance consideration money of Rs.11,600/= leaving a sum of Rs. 3,250/= to be paid in terms of the said deed.

E) By virtue of a registered Deed of Conveyance dated 19th December, 1980, said Ramlal Mitra on receipt of the balance sum of Rs. 11,600/= (Rupees eleven thousand six hundred only) sold, conveyed and transferred the said property being premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020 in favour of said Somendra Kumar Neogi and the said Deed was duly registered before the District Registry Office at Alipore in Book No. 1, Volume No. 86, Pages 211-220, Being No. 750 for the year 1981.

*[Handwritten signature]*

*[Handwritten initials]*

*[Handwritten initials]*



**Dist. Sub-Registrar - III**  
**(Moore South 24 Parcans)**

**2 DEC 2004**

F) While seized and possessed of the property as absolute owner thereof said Somendra Kumar Neogi by a registered Deed of Gift dated 14th September, 1982 which was registered before the Registrar of Assurance at Kolkata in Book No. I, Volume No. 71, Pages 97 to 104, Being No. 7845, for the year 1982, he, as Donor, gifted and/or bequeathed all his right title interest in respect of the said property being premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020 in favour of his daughters namely Gopa Neogi, Sampa Neogi and nieces namely Rupa Neogi, Rinki Neogi and Pinki Neogi out of his love and affection.

G) Amongst Donees abovenamed said Gopa Neogi after marriage now became Gopa Ghosh and Sampa Neogi became Sampa Ghosh, Rupa Neogi became Rupa Dutta, Rinki Neogi became Rinki Dey and Pinki Neogi became Pinki Chowdhury.

H) The entire property is under the occupation of the tenants and/or occupiers as fully described in the Second Schedule hereunder written and is lying in a very dilapidated condition for want of repairing.

I) All the aforesaid Owners having decided to get the aforesaid property developed entered into an Agreement with the present Purchaser for development of the aforesaid property on the terms and conditions as contained in the said Development Agreement dated 28th December, 1994.

9N  
Sa.  
Rd



**Dist. Sub-Registrar-III**  
**Moore South 24 Paraganas**

**2 DEC 2004**

J) After such Development Agreement on survey of the property the actual measurement of the land was found to be 10 Cottahs, 7 Chittacks and 43 sq.ft.

K) Amongst other terms and conditions of the said Development Agreement it was the responsibility of the Owners to get the aforesaid property vacated by the tenants and/or occupiers thereof.

L) After execution of the said Development Agreement in spite of best efforts, the Owners could not get the said tenants and/or occupiers vacated as a result of which it was found to be impossible for development of the aforesaid property, as agreed by the Owners.

M) In view of such circumstances some dispute and/or differences arose between the Vendors and the said Developer (being the Purchaser herein) and the said Development Agreement having an Arbitration Clause, the said Developer (being the Purchaser herein) filed an application under Section 9 of the Arbitration and Conciliation Act, 1996 before the Hon'ble High Court at Calcutta being A.P. No. 283 of 1997 and obtained an order of status-quo in respect of the said property.



Se.

Rd

8/11

9N



**Dist. Sub-Registrar-III**  
**Moore South 24 Parcenas**

**2 DEC 2004**



N) By an order dated 19.02.1998, the Hon'ble High Court at Calcutta directed the said Developer being the Purchaser herein to deposit a sum of Rs.2,00,000/= (Rupees two lakhs only) to the advocate on record of the Owners and the aforesaid order was duly complied with.

O) Subsequently the aforesaid proceedings pending before the Hon'ble High Court at Calcutta being A.P. No. 283 of 1997 was settled between the parties and accordingly, a compromise application containing the term of settlement was filed before the Hon'ble High Court at Calcutta and the said proceedings was disposed of in terms of the settlement filed therein.

P) Subsequently by mutual arrangements between the parties to avoid time and further complication, the Vendors amicably agreed to directly sell the aforesaid property in as is where is basis i.e. in existing tenanted condition (as per list given in Second Schedule hereunder written) and in a very dilapidated condition of the existing building situated therein to the present Purchaser (being the Developer of the aforesaid property) at or for a total consideration of Rs.80,00,000/= (Rupees eighty lakhs only) out of which Rs.1,00,000/= (Rupees one lakh only) agreed to be adjusted against the said deposit of Rs. 2,00,000/= (Rupees two lakhs only) made by the Purchaser as per the order of the Hon'ble High Court at Calcutta.

*[Handwritten signature]*  
Sd/-  
[Handwritten initials]



**Dist. Sub-Registrar-III**  
**Moore South 24 Parcenas**

**2 DEC 2004**

Q) The total consideration money of the aforesaid property has been settled, taking into consideration about the dilapidated condition of the building which is more than 100 years old and also taking into consideration of the existing tenants and/or occupiers occupying the entire property.


NOW THIS INDENTURE WITNESSETH that pursuant to the said arrangement and in consideration of sum of Rs.80,00,000/= (Rupees eighty lakhs only) paid by the Purchaser to Vendors at or before execution of these presents which the Vendors doth hereby acknowledge to have received and/or every part thereof as per the Memo given below, the Vendors doth hereby grant, sell, convey, transfer and assure whatsoever and conclude release, discharge and assign unto and in favour of the Purchaser, its successor or successor in office and/or assigns ALL THAT the property being Premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020 having an area of 10 Cottahs, 7 Chittacks and 43 Sq. ft. TOGETHER WITH partly one storied and partly two storied brick built building situated thereon in completely tenanted and/or occupied condition (more fully described in the Second Schedule hereunder written) TOGETHER WITH all other easement and / or amenities and /or facilities attached thereto free from all encumbrances, charges, liens, attachments whatsoever in respect of the said property save and



**Dist. Sub Registrar-III**  
**Bangalore South 24 Paroanah**

**2 DEC 2004**

except the occupation of different tenants/occupiers TOGETHER WITH all rights and benefits in respect of the said property including all easement, quasi easement, rights, privileges or HOWSOEVER OTHERWISE the said property thereof now are or is or at any point of time hereto before wherever was situated butted and bounded. reputed called known numbered described or distinguished together with all and singular those yards, ways, compound, paths, passages, water, water courses, sewerage, drain, trees, plants, advantages and ancient and other rights, lights, liberties, easement, profits, privileges, advantages, appendages and appurtenances whatsoever to the said property belonging to or any way appertaining whatsoever to the said premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020 or any way appertaining thereto or with the same or any part thereof now or at any time heretofore usually held used occupied or enjoyed or reputed therewith or known as part and parcel thereof or be appertaining thereto AND ALSO the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof with ALL DEEDS, documents, writing, vouchers or other evidence title relating to the said property or any part thereof all estate right, title and interest use inheritance property, benefit, claims and demand whatsoever both at law and in equity of the Vendors into and upon or out of the said property and every part thereof TO HAVE AND TO HOLD the said property as fully described in the First Schedule hereinafter written hereby sold, conveyed, transferred, assigned, assured, expressed or intended so to

  
Se.  
Rd  
N



**Dist. Sub-Registrar-III**  
**Ursere South 24 Parcanas**

**2 DEC 2004**

be TOGETHER WITH the title, deeds, writings, muniments and other evidences of title UNTO and to the use and benefit of the Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever save the existing tenants *as described in the Second Schedule hereunder written* and/or occupiers in the entire building AND THAT notwithstanding any act deed matter or thing done whatsoever by the Vendors or any person lawfully or equitably claiming by, from or through under or in trust for themselves made, done, committed or intentionally suffered to the contrary, the Vendors now are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property being Premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020 TOGETHER WITH partly one storied and partly two storied brick built building situated thereon in completely tenanted and/or occupied condition hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter, defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Vendors now have in themselves good right, full power and lawful and absolute authority to sell, convey, transfer, assign and assure the said property hereby sold conveyed transferred assigned and assured and expressed so to be UNTO and for the use of the Purchaser, its successor or successors in office

*JS*  
*Se.*  
*Rd*  
*24*  
*JN*



**Dist. Sub. Registrar - III**  
**Moore South 24 Parcana**

**2 DEC 2004**



and/or assigns, absolutely in the manner as aforesaid free from all encumbrances, charges, liens, attachments whatsoever (save and except the occupation of tenants and occupiers therein) AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors or their predecessor in interest and well and sufficiently saved defended and kept harmless and indemnified of, from and against all and all manner or forms and other estate, right title interest lien charges and encumbrances whatsoever with an undertaking to indemnify the Purchaser, its successor or successors and/or any claim of any nature in respect of the said property or any portion thereof AND THAT the Vendors agreed and undertake to liquidate any Municipal Tax or any other Statutory Liability in respect of the said property upto the date of execution of these present if detected in future AND FURTHER that the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or part thereof from under or in trust for the Vendors or from or under or any of their ancestors in title at the request and at the cost of the Purchaser, its successor or successors in office and/or assigns from time to time shall do and execute or cause to be done and executed such acts, deeds, things and matters whatsoever for further better and more perfectly assuring the said property and every part thereof UNTO and to the use of the Purchaser, its successor or successors in office and/or assigns, according to the true intents and meaning of this deed as shall or may be reasonably required.

*[Handwritten initials]*  
*[Handwritten initials]*  
*[Handwritten initials]*



**Dist. Sub-Registrar - II**  
**Moore South 24 Parcans**

**2 DEC 2004**

THE FIRST SCHEDULE ABOVE REFERRED TO:

All That the piece and parcel of revenue free land measuring about 10 Cottahs, 7 Chittacks and 43 Sq.ft. together with partly one storied and partly two storied brick built building situated thereon in completely occupied by the tenants and/or occupiers thereof and in a very dilapidated condition being Municipal Premises No. 75, Chakraberia Road (North), P.S. Ballygunge, Kolkata - 700 020 and delineated in colour Red in the plan annexed hereto and butted and bounded as follows :

- ON THE NORTH : By private passage;  
ON THE SOUTH : By common passage and land of Uma Charan Das;  
ON THE EAST : By Chakraberia Road North;  
ON THE WEST : By premises No. 25/1, Chakraberia Road North.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(List of Tenants)

- Shama  
Akash
- |    |                       |   |                                  |
|----|-----------------------|---|----------------------------------|
| 1. | Khemchand Sharma      | - | Shop                             |
| 2. | Laskar Singh,         | - | flat in ground floor (front)     |
| 3. | X Vijaya Bhattacharya | - | flat in ground floor (inside)    |
| 4. | X Amar Chakraborty    | - | flat in ground floor (road side) |
| 5. | Lakhan Jaadav         | - | shop in ground floor             |
- ✓  
P.W.M.



**Dist. Sub-Registrar-III**  
**Moore South 24 PARGANAS**

**2 DEC 2004**

- |     |                  |   |                                       |
|-----|------------------|---|---------------------------------------|
| 6.  | Bishwanath Ghosh | - | Room in ground floor                  |
| 7.  | Anita Karmakar   | - | flat in rear side of ground floor.    |
| 8.  | * Swaroop Singh  | - | Southern flat in ground floor (front) |
| 9.  | * Ashok Mandal   | - | garage                                |
| 10. | * Mahadev Sharma | - | garage                                |
| 11. | * Sita Ram       | - | shop on ground floor                  |

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day month and year first written above.

SIGNED AND DELIVERED BY THE VENDORS IN PRESENCE OF :

1. Sandip Majumder
4. Bakul Bagan Road  
Calcutta - 25

*Gopa Ghosh*  
*Shampa Ghosh*  
*Rupa Datta*  
*Dhruv Ganath Meogi*  
 registered attorney for  
*Sm. Pinki Dey*  
*Goa Neogi*  
 constituted attorney for  
*Pinki Chowdhury*

2. *Amballalukh*  
 84/1 Bellata Road  
 Cal - 26

( VENDORS )

FOR SWASTIK PROJECTS PVT. LTD.

*Kiran Chandra*  
*Kirana Chandra*

( Purchaser )



**Dist. Sub-Registrar-III**  
**Moore South 24 Parcanas**

**2 DEC 2004**

MEMO OF CONSIDERATION

Received a sum of Rs.80,00,000/= (Rupees eighty lakhs only) being the earnest money and/or full consideration money as per memo given below :

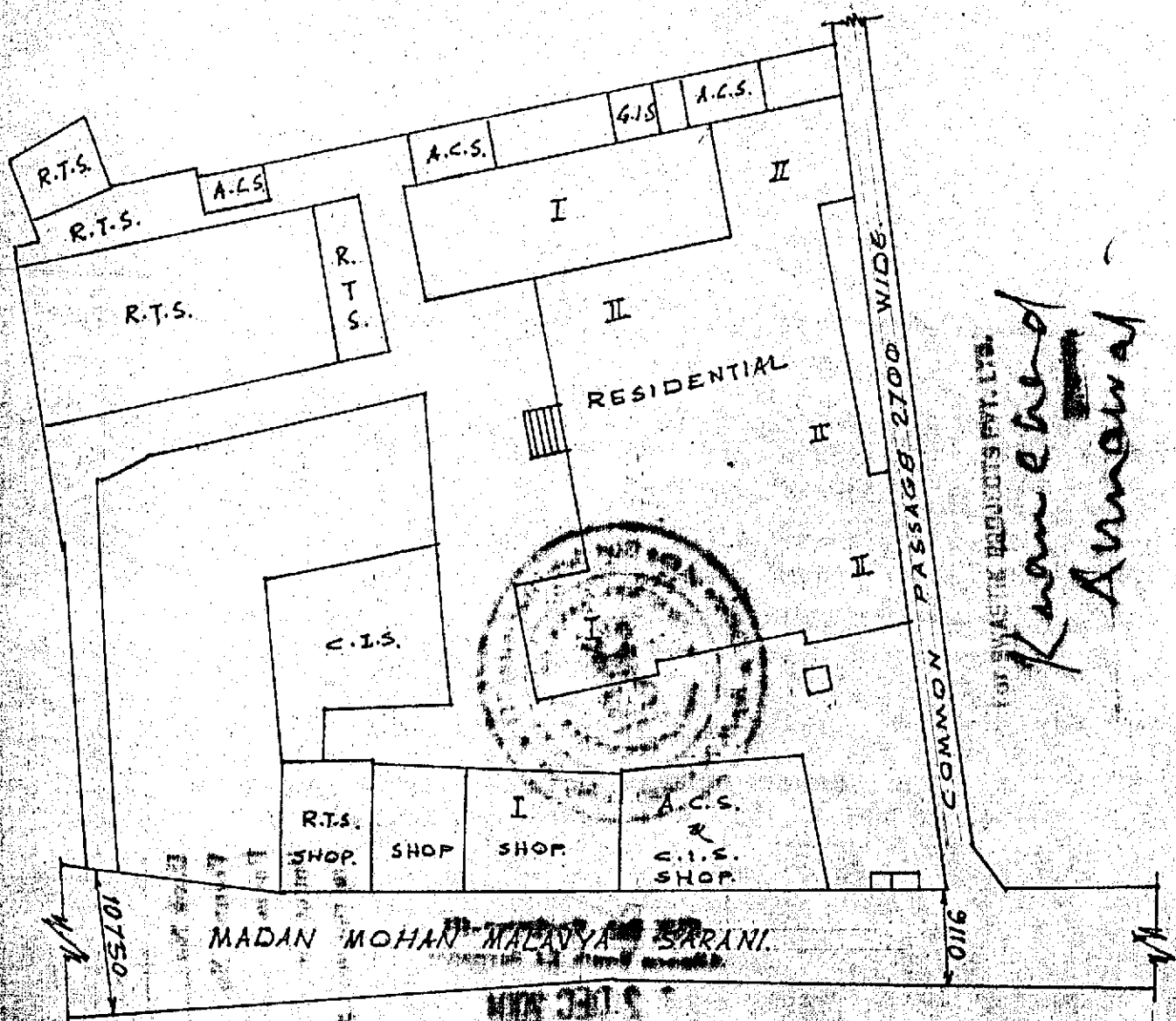
- a) By way of adjustment against the deposit of Rs.2,00,000/= made in terms of the order passed by the Hon'ble High Court at Kolkata. Rs. 1,00,000/=
- b) By Pay Order No. 001933 dated 01.12.2004 drawn on Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata - 700 016 in favour of Gopa Ghosh Rs.15,80,000/=
- c) By Pay Order No. 001934 dated 01.12.2004 drawn on Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata - 700 016 in favour of Shampa Ghosh Rs. 4,20,000/=
- d) By Pay Order No. 014658 dated 01.12.2004 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Kolkata - 700 017 in favour of Shampa Ghosh Rs.11,60,000/=
- e) By Pay Order No. 014656 dated 01.12.2004 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Kolkata - 700 017 in favour of Rupa Dutta Rs.15,80,000/=



**Dist. Sub Registrar-III**  
**(Moore South 24 Parccanas)**

2 DEC 2004

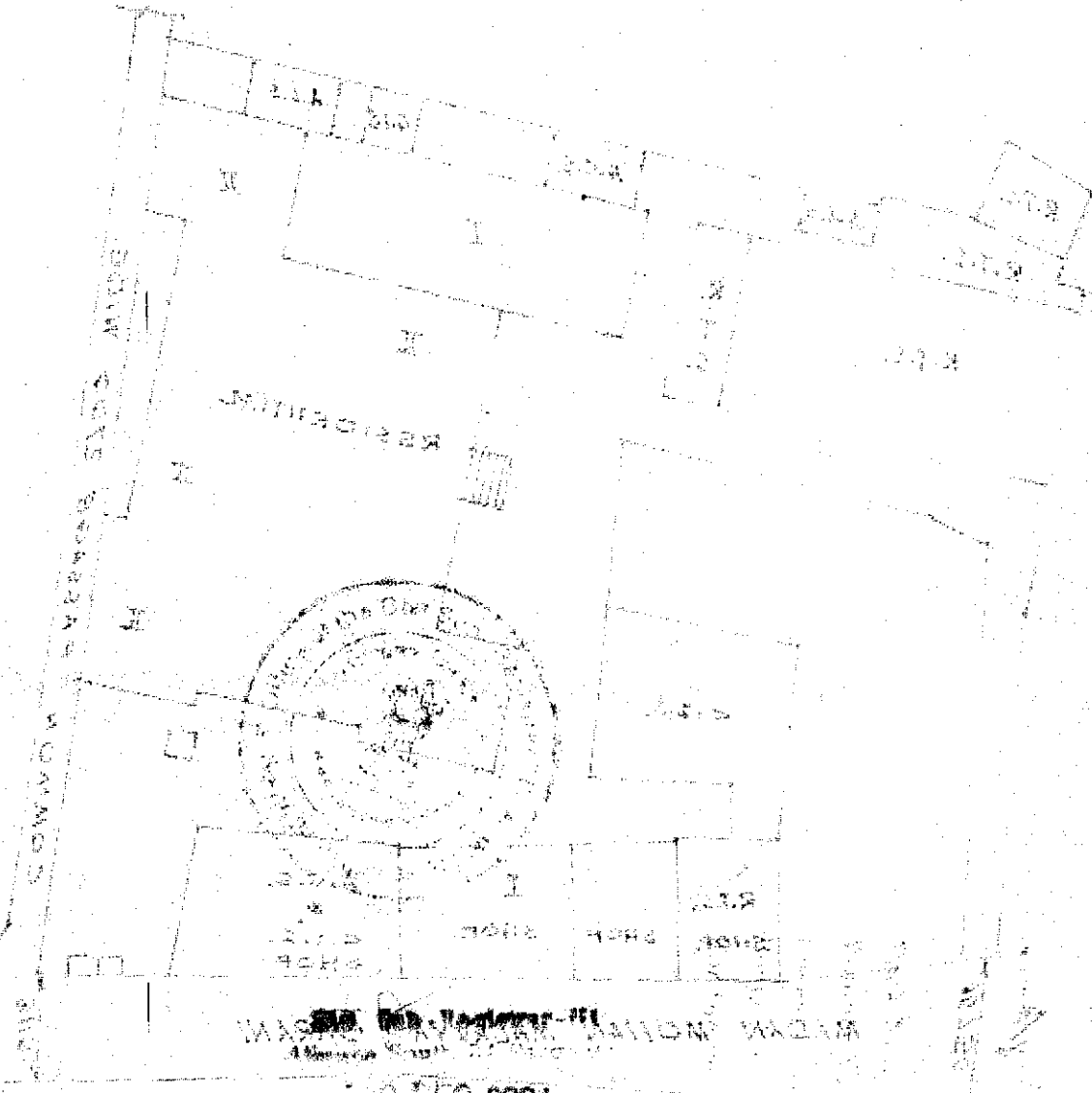




*Kamlesh Anand*

*Shri. Kamlesh Anand*  
*Registered attorney for*  
*Smt. Rishi Devi*

SITE PLAN OF PRE. NO.  
75 PANDIT MADAN MOHAN  
MALAYYA SARANI.  
AREA:- 10K-7CH-43SET (702SQM)  
SCALE:- 1:400.






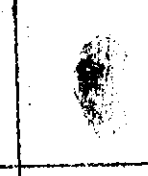




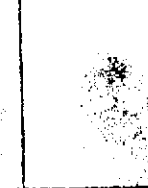


SITE PLAN OF BPE MD.  
 TO BANDIT MADAN MOHAW  
 MALAVYI - SARKATI  
 AREA - JON-TCH-FAST (10230)  
 SCALE - 1:1000



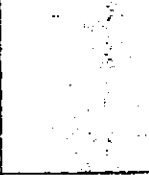








(Illegible handwritten notes and signatures)





		Thumb	1st finger	middle finger	ring finger	small finger
	Left hand					
	Right hand					

Name Ira Neogi  
 Constituted attorney of  
 Pinki Chowdhury  
 Signature Ira Neogi

		Thumb	1st finger	middle finger	ring finger	small finger
	Left hand					
	Right hand					

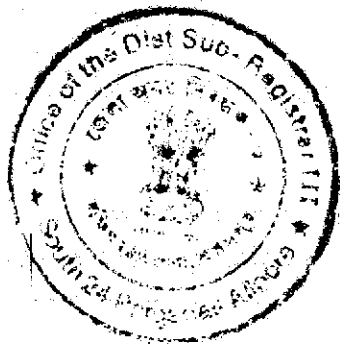
Name \_\_\_\_\_  
 Signature K.C. Khawat

		Thumb	1st finger	middle finger	ring finger	small finger
Photo	Left hand					
	Right hand					

Name \_\_\_\_\_  
 Signature \_\_\_\_\_

		Thumb	1st finger	middle finger	ring finger	small finger
Photo	Left hand					
	Right hand					

Name \_\_\_\_\_



Dist. Sub-Registrar - III  
Moore Road 26 Bangalore

2 DEC 2004

Thumb 1st finger middle finger ring finger small finger



Left hand



Right hand



Name Jyoti Ghosh

Signature Jyoti Ghosh

Thumb 1st finger middle finger ring finger small finger

Photo



Left hand



Right hand



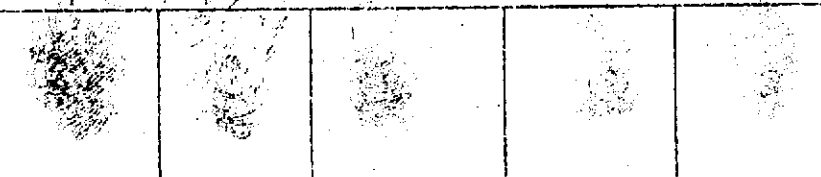
Name Shampa Ghosh

Signature Shampa Ghosh

Thumb 1st finger middle finger ring finger small finger



Left hand



Right hand



Name RUPA DATTA

Signature Rupa Datta

Thumb 1st finger middle finger ring finger small finger



Left hand



Right hand



Name Shri Ganesh Nath Neogi  
Registered attorney of  
Shri. Lenka Dey  
Shri Ganesh Nath Neogi



Dist. Sub-Registrar - II  
Munro Road 26 Bangalore

2 DEC 2004



f) By Pay Order No. 014657 dated 01.12.2004  
drawn on Standard Chartered Bank, 21-A,  
Shakespeare Sarani Kolkata - 700 017  
in favour of Rinki Dey

Rs.15,80,000/=

g) By Pay Order No. 014655 dated 01.12.2004  
drawn on Standard Chartered Bank, 21-A,  
Shakespeare Sarani Kolkata - 700 017  
in favour of Pinki Chowdhury

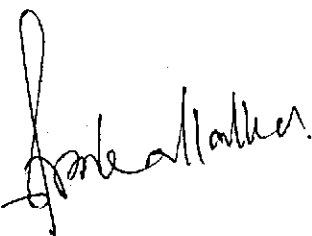
Rs.15,80,000/=

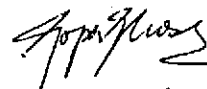
Total Rs. 80,00,000/=

(Rupees eighty lakhs only)

Witnesses:

1. Sandip Majumder.

2. 



Shampa Ghosh.

Rupa Datta

Arvind Ganath Neogi  
Registered attorney for  
Sri. Rinki Dey

Sra Neogi  
Constituted attorney for  
Sri. Pinki Chowdhury

( VENDORS )



Dist. Sub-Registrar - III  
Bangalore South 24 Petrosani  
2 DEC 2004



*Registered*  
Book No ..... 1 .....  
Volume No ..... 10 .....  
Pages 3487 ..... 4516 .....  
Being .....  
For the ..... 5 .....

Dist. Sub-Registrar - III  
Bangalore South 24 Petrosani

25-7-05



FILE : D:\WS7\SEPT.04\75CHAKRA

\*\*\*\*\*  
DATED THIS            DAY OF            2004  
\*\*\*\*\*

BETWEEN

SMT. GOPA GHOSH (nee Neogi) &  
ORS.

.. VENDORS

AND

M/S. SWASTIK PROJECTS PVT. LTD.

.. PURCHASER

SALE DEED

Re: Premises No. 75, Chakraber-  
ia Road (North), P.S. Bally-  
gunge, Kolkata - 700 020.

N. N. CHAKRABORTY  
ADVOCATE  
84/1, BELTALA ROAD  
KOLKATA - 700 026.

51A  
29/11