idmissible under Roga. Rule 34 culy Stamped under the bodies Tremp-Act 1849 se commid-les Lion to Duty paid Buttell the Indian Stano Acr 1899 Deported in 1414 Ra 3/4094 Adition lines Paid under the Sworten Ingrovement Aut 1911 6.62818 P 31/20,940 Rocal Rag Willed that Affect stemp duty Ro Bus been realised from Lycs Avaloration Sys 41 & 42(1) of I S. Act, and the instruments in duly stamped by Challan No ... 695120 Acpose Collected Wa 41 & D. E. P. Bouth 24-Parguage, Aligner THIS INDENTURE OF CONVEYANCE made this the / May One Thousand Nine Hundred Ninetyfive B E T -KUMAR DEY son of Late Phani Mohan Dey, residing at No.75/2B, Hazra Road, P.S.-Lake, Calcutta-700 029, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and assi-AND EVERGREEN PROPERTIES PVT. LTD. gns) pf the ONE PART a Company incorporated under the Companies Act, 1956, having its registered office at No. 22A, Gorachand Road, Calcutta-

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marici Sub-Registradii 2008-8-Pargara, Algeria 1979 700 014, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors—in-office, nomine and assigns) of the OTHER PART.

WHEREAS at all material times one Ram Gopal Dey, since deceased, was the absolute owner of ALL THAT the piece and parcel of land measuring 14 cottans 4 chittacks 40 sq.ft. be the same a little more or less in Moura Beltalagram, Touzi No.2833, Division-VI, Sub-Division-P; Dini Panchanangram, previous holding No.62, within holding No. 110, being Municipal Premises No.75/2, Hazra Road, Calcutta-700 029, P.S.-Tollygunge, within the limits of Calcutta Municipal Corporation, District-24 Parganas (South), together with the brick built building standing thereon.

AND WHEREAS while seized and possessed of the said property the said Ram Gopal Dey died intestate, leaving behind him his three sons namely Monmohan Dey, Phanimohan Dey and Sachindra Nath Dey as his only legal heirs and representatives to his estate.

AND WHEREAS after the death of the said Ram Gopal Dey, the said Manmohan Dey, Phanimohan Dey and Sachindra Nath Dey became the joint owners of the said property left behind by their father each having undivided one third share therein.

ween Manmohan Day, Phamicohan Dey and Sachindra Nath Dey therein Journally referred to as the Doners of the One Part and Pulin Echari Paul Therein referred to as the Donee of

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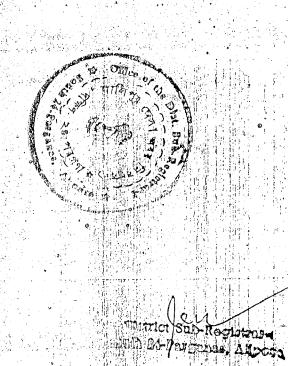
the Other Part, the said Doners therein bequeathed and transferred by way of gift unto the Donee therein ALL THAT the piece and parcel of land measuring more or less 4 cottans 8 chittacks being a demarcated portion of Municipal Premises No.75/2B, Hazra Road, Calcutta, more fully described in the Schedule written thereunder.

AND WHEREAS after the said Deed of Gift the said Manmohan Dey, Phanimohan Dey and Sachindra Nath Dey was seized and possessed of ALL THAT the piece and parcel of revenue redeemed land measuring more or less 9 cottans 12 chittacks 40 sq.ft. being the remaining portion of Municipal Premises No.75/2, Hazra Road, Calcutta, which was subsequently renumbered as Premises No.75/2A & 75/2B, Hazra Road, Calcutta.

AND WHEREAS Sachindra Nath Dev one of the joint owners in order to liquidate his personal loan sold, conveyed and transferred his undivided one third share title and interest in the Premises No.75/2A & 75/2B, Hazra Road, Calcutta unto and in favour of one Kedar Nath Mukhopadhyay by a registered Deed of Conveyance.

AND WHEREAS the said Manmohan Dev and Phanimohan Dev subsequently by a registered Deed of Conveyance purchased the said undivided one third share right title and interest from the said Kedar Nath Mukhopadhyay which was sold and transferred by their brother Sachindra Nath Dey to the said Kedar Nath Mukhopadhyay.

AND WHEREAS by wirtue of the aforesaid purchase the said Mannoran Dey and Hhani Mohan Dey was thus absolutely seized and possessed of or otherwise well and sufficiently

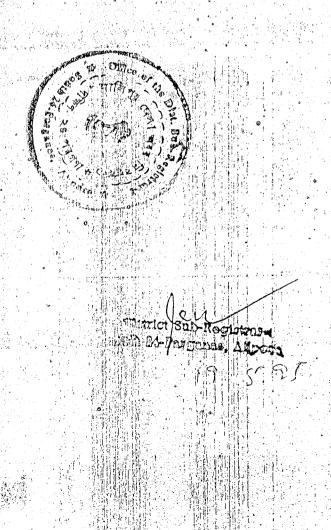


entitled to as joint owners of ALL THAT the Premises No. 75/2A & 75/2B, Hazra Road, Calcutta, each having one half equal shares therein.

AND WHEREAS in order to have access to the said premises No.75/2A & 75/2B, Hazra Road, Calcutta, from Sebak Baidya Street the said Manmohan Dey and Phani Mohan Dey jointly purchased from one Bhuban Mohini Dasi by a registered Deed of Conveyance a three feet wide passage on the southern side of the said premises having an area of 5 chittacks 35 sq.ft. more or less for the purpose of exclusive use and enjoyment of the said passage by the said Manmohan Dey and Phani Mohan Dey for ingress and egress to the said premises.

AND WHEREAS for better use and enjoyment and to have effective control and dealings of their respective shares in the said premises, the said Manmohan Dey and Phanimohan Dey agreed to have their respective shares partitioned and divided amongst themselves in metes and bounds.

AND WHEREAS by a registered Deed, of Partition dated 13th August, 1949 duly registered in Book No.I, Volume No. 63, Pages 149-154, Being No.3527 for the year 1949, in the office of the District Sub-Registrar, Alipore, the said Phani Mohan Dey was allocated to and entitled to ALL THAT the piece and parcel of land measuring more or less 4 co-ttahs 14 chittacks 20 sg.ft. together with the one storied brick built building having a covered area of 945 sq.ft. standing ther on situate lying at municipal Premises No. 75/2A and 75/2B, (formerly 75/2,) Hazra Road, Calcutta, being the eastern portion of the said premises, together with all eastments and/or amenities and/or facilities atta-



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ched and connected thereto and also together with the right title and interest in upon and over the common passage situated at the southern side of the said premises for the purpose of ingress and egress to the said premises from Sebak Baidya Street jointly with the said Monmohan Dey, more fully and particularly described in the Schedule thereunder written.

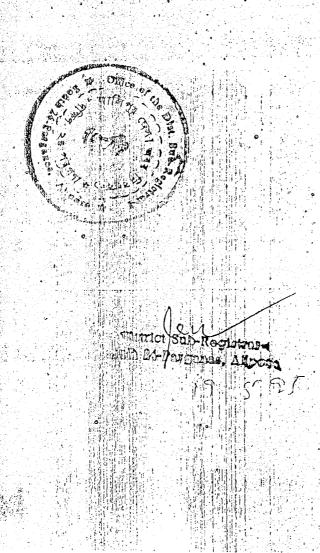
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AND WHEREAS the said Phani Mohan Dey duly mutated, and recorded his name in the assessment register of the Calcutta Corporation and the said property was thus renumbered and known as Municipal Premises No.75/2B, Hazra Road, Calcutta-700 029.

AND WHEREAS while seized and possessed of the said property, the said Phani Mohan Dey died intestate on the 7th August, 1952, leaving behind him his wife Gazamoti Dey and his only son Ashish Kumar Dey as his heirs and legal representatives.

AND WHEREAS since the death of the said Phani Mohan Dey, the said Gazamoti Dey and Ashish Kumar Dey by way of inheritances became the joint owners of the said property being Premises No.75/23, Hazra Road, Calcutta, each having undivided one half equal shares therein and have mutated and recorded their respective names in the assessment register of the Calcutta Corporation(presently Calcutta Municipal Corporation) and have been paying the corporation taxes regularly.

AND WHEREAS the said Gazamoti Dey on the 22nd day of February, 1972 died intestate leaving behind her only son Ashish Kumar Dey as her only legal heirs and representatives as also to her one-half share in the said property.



AND WHEREAS by virtue of the aforesaid inheritance the said Ashish Kumar Dey, the Vendor herein, is thus absolutely seized and possessed of or otherwise well and su-. fficiently entitled to as an absolute owner to ALL THAT the municipal premises No. 75/2B, Hazra Road, P.S.-Lake(formerly Tollygunge), Calcutta-700 029, comprising of land measuring more orless 4 cottahs 14 chittacks 20 sq.ft. together with the one storied brick built building standing thereon having a covered area 945 sq.ft. together with wasement rights, amenities and facilities attached thereto and also together with right title and interest in upon and over the three feet wide common passage at the southern side of the said property for the purpose of pass and repass to the said property from Sebak Baidya Street jointly with the owners of Premises No.75/2A, Hazra Road, Calcutta, more fully and particularly described in the First Schedule hereunder written.

AND WHE BAS the said property has a very meagre rental income since a major portion of the said building at the said property is occupied by several tenants, particulars of such tenancy is fully and particularly mentioned in the Second Schedule herender written.

AND WHEREAS the said building is in a dilapilated condition due to non maintenane for a considerable period of time.



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AND WHEREAS due to paucity of fund the Vendor herein is not in a position to effect the necessary urgent repairing and maintenance of the said dilapilated old building at the said premises and as such the Vendor has decided to sell the said Premises No.75/2B, Hazra Road, P.S.-Lake, (formerly Tollygunge), Calcutta-700 029, comprising of land measuring more or less 4 cottahs 14 chittacks 20 sq.ft. together with the old dilapilated one storied brick built buildings standing thereon having a covered area of 945. sq.ft. in as is where basis, together with all easements, rights, amenities and facilities attached thereto and also together with the right title and interest in upon and over the three feet wide common passage at the southern side of the said property more full and particularly described in the First Schedule hereto and together with the existing tenants and/or sub-tenants at the said building at or for the price of 18.1,95,000 (Rupees One Lac Ninetyfive Thousand) only free from all encumbrances, trusts, liens, lispendence attachments and liabilities of whatsoever nature.

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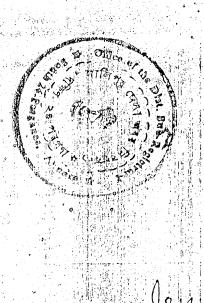
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NOW THIS INDENTURE WITNESSETH that in consideration Thousand of the said sum of 11.05,000 (Rupees One Lac Ninetyfive / only paid by the Purchaser to the Vendor on or before the execution of these presents the receipt whereof the Vendor doth hereby admit and knowledge of and from the same and every part thereof doth hereby acquit release and forever discharge the Purchaser its successor or successors—in—interest and/or permitted assigns and every one of them and also the said property he the Vendor as beneficial Owner doth hereby by these presents indefeasibly grant sell convey transfer assure and assign unto the Purchaser its



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the said piece and parcel of revenue redeemed land measuring about 4 cottans 14 chittacks 20 sq.ft. together with one . storied brick built building situated thereon having a covered area of 945 sq.ft. in mostly tenanted condition being Municipal Premises No.75/2B, Hazra Road, P.S.-Lake, Calcutta-700.029, together with the right title and interest in upon and over the three feet wide common passage at the southerm side of the said premises for the purpose of ingress and egress to the said premises from Sebak Baidya Street jointly with the Owners of Premises No. 75/2A, Hazra Road, Calcutta more fully and particularly described in the First Schedule hereunder written and delinated in the map annexed here'to and thereon bordered . ED", OR HOWSOEVER otherwise the said property now or hereto-fore were or was situated butted bounded called known numbered described and distinguished TOGETHER with the old dilapilated buildings erections fixtures walls yards courtyards and benefit and advantages of a lient and other lights liberties easements privileges appendages and appurtenances whatsoever in respect of the said property or any part thereof belonging to or anywise appertaining to or with the same orany part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions remainder and remainders rents issues and profits thereof and of every part thereof AND all the estate right title inheritance use trust property claim demand whatsoever both, at law and equity of the Vendor into and upon the said property and every part thereof AND ALL deeds, pattas, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in



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the custody power or possession of the Vendor his heirs executors administrators legal representatives and assigns of any person from whom he or they can may procure the same without any lawful action or suit at lawfor in equity To ENTER INTO AND HOLD OWN POSSESS AND ENJOY the said property and every part, thereof hereby granted sold conveyed transferred assured and assigned or expressed and intended so to be with their right members and appurtenances unto and to the use of the Purchaser its successor or successors-ininterest and/or assigns forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbranc . , claims, liens etc. whatsoever created orsuffered by the Vendor from to these presents AND the Vendor doth hereby for himself his heirs executors administrators legal representatives successors and assigns covenant with the Purchaser its successor or successors-in-Interest and/or legal representatives and/or assigns THAT notwithstanding any act deed or thing whatsoever by the Vendor or any of its predecessors and ancestors in title done or executed or knowingly suffered to the contrary the Vendor had at all times heretofore and now has got good right full power and absolute authority and indefeasible title to grant sell convey transfer assure and assign or expressed or intended so to be unto and to the use of Pußchaser its successor or successors-in-interest legal representatives and assigns in the manner as aforesaid AND THAT the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns shall and may at all time hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents issues and profits thereof, without any lawful eviction,



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hinder and 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 the Vendor or from or under any of his predecessors or ancestors in title AND THAT free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saveindemnified of from and against all and all manner of claims charges liens debts attachment encumbrances whatsoever made. or suffered by the Vendor or any of his ancestors or predecessors in title or person or persons hawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor or any of his ancestors and predecessors in title shall and will from time to time at all times hereafter at the request and cost of the Purchaser its successor or successor-in-interest and/ or legal representatives and/or assigns do and execute or caused to be done or executed all such acts deeds and things 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 and sucessors-in-interest and/or legal representatives according to the true intent meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the Mendor and all his heirs. executors administrators legal representatives successors and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser its successor or successors-ininterest and/or legal representatives and/or assigns against all loss damages costs charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the povenents hereinunder contained.



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## THE FIRST SCHEDULE ABOVE REFERRED TO

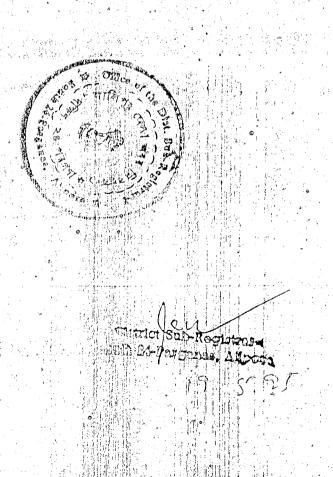
ALL THAT the piece and parcel of revenue redeemed land containing by admeasurement an area of 4 cottahs 14 chittacks 20 sq.ft. to the same a little more or less together with an old dilapileted one storied brick built Building standing thereon having a covered area of 945 sq. ft. (mostly tenanted) situate lying at and being Municipal Premises No. 75/2B, Hazra Road, (formerly Premises No. 75/2A and 75/2B, and prior to that Premises No.75/2), P.S.-Lake (formerly Tollygunge), Calcutta-700 029, within the limits of Calcutta Municipal Corporation, together with right title and interest in upon and over the three feet wide common passage at the southern side of the said premises for the purpose of incress and egress to the said premises from Sevak Baidya Street jointly with the Owners of Premises No.75/2A, Hazra Road, Calcutta, and delinated in the map annexed hereto and thereon bordered "RED", butted and bounded in the manner following, that is to say.

ON THE NORTH BY : HAZRA ROAD;

ON THE EAST BY PARTLY PREMISES NO.75/1, HAZRA AND PARTLY BY PREMISES NO.16 AND PARTLY BY PREMISES NO.17, SEBAK BAIDYA STREET;

ON THE SOUTH BY : PREMISES NO.14/3, SEVAK BAIDYA

ON THE WEST BY PARTLY PREMISES NO.75/2A, HAZRA ROAD, AND PARTLY BY PREMISES.
NO.16D, SEVAK BAIDYA STREET;



## THE SECOND SCHEDULE ABOVE REFERRED TO

## LIST OF TENANTS

- 1. Shri Debabrata Banerjee Unit (1) Flat
  - 2. Shri Pradip Mitra Unit (2) Flat
  - 3. Shri Arvind Kumar Shoproom No. (1)
- 4. Shri Suresh Agrawal Shoproom No. (2)
- 5. Shri Biswajit Chatterjee Shoproom No. (3)

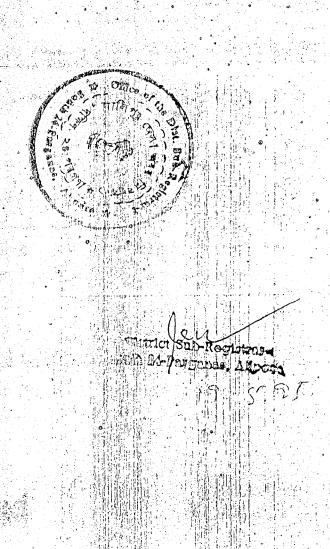
IN WITNESS WHEREOF the Vendor hereto have hereunto set and subscribed his hands and seals on the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the VENDOR at Calcutta in the presence of:

1) Proclip Mitra Admedi 3d, Hantoks Road.

AS his Kennan Delg.

2) Sri Detantomtes Bernegue 2/7, Chittaranjon Colomy Cal- 97



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RECEIVED of and from the withinnamed PURCHASER the withinmentioned sum of Rs. 1,95,000/-(Rupees One Lac Ninety Five Thousand only) being the withmentioned consideration money of the foregoing Conveyance as per Memo

Rs. 1, 95, 000/-

## MEMO OF CONSIDERATION -

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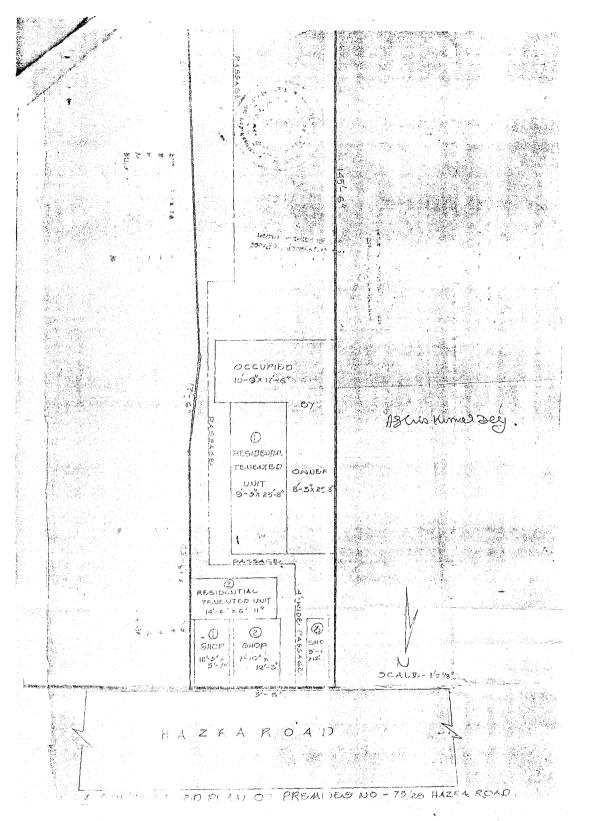
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Proclip Mitra Ad. 32, Alantile Road Calcult 17 Askiis Kumes Deep

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DATED THIS THE 1971DAY OF

ASHISH KUMAR DEY VENDOR

AND

EVERGREEN PROPERTIES PVT. LTD.

CONVEYANCE

PRADIP MITRA ADVOCATE

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