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Sp. J. C. Rey

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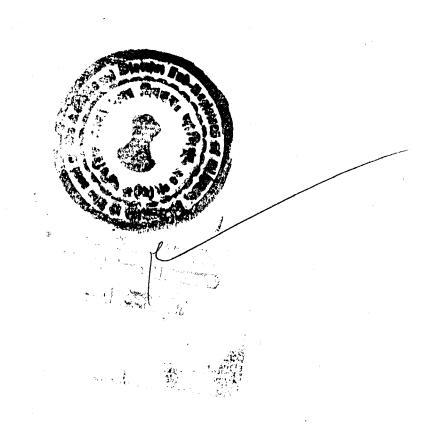
Common

JOGESHA, DEY son of Late Monmohan Dey residing at 75/2A, Hazra Road, P.S. Lake, Calcutta-700029, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs legal representatives successors nominees executors and assigns) of the ONE PART' A N D AMRITA PROMOTERS PRIVATE LIMITED a Company incorporated under the Companies Act 1976, having registered office at 29/2B, H.K. Seth Lane, P.S. Calcutta-700050, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors—in—office successors—in—interest nominees and permitted 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 Cottahs 4 Chittacks 40 sq.ft. be the same a little more or less in Mouza Beltalagram, Touzi No. 2833, Division-VI, Sub-Division - P, Dihi Panchanangram previous holding no. 62, within Holding No. 110, being municipal premises no. 75/2, Hazra Road, P.S. Tollygunge, Calcutta-29, 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 22 the said Ram Gopal Dey died intestate, leaving behind him his three sons namely Monmohan Dey, Phanimohan Dey and Sachindra Nath

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Dey as his only legal heirs and representatives to his estate.

AND WHEREAS after the death of the said Ram Gopal Dey, the said Monmohan Dey, Phani Mohan 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.

AND WHEREAS by a registered deed of gift made between Manmohan Dey, Phani Mohan Dey and Sachindra Nath Dey therein jointly referred to as the Doners of the One Part and Pulin Behari Paul therein referred to as the Donee of 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 Cottahs 7 Chittacks being a demarcated portion of municipal premises no. 75/2, Hazra Road, Calcutta, more fully described in the Schedule written thereunder.

AND WHEREAS after the said Deed of Gift the said Monmohan

Dey, Phani Mohan Dey and Sachindra Nath Dey was seized and

possessed of ALL THAT the piece and parcel of revenue redeemed

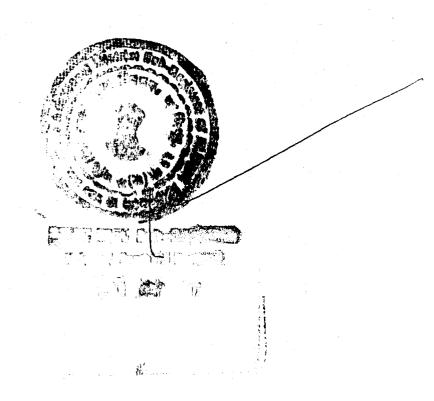
land measuring more or less 9 Cottahs 12 Chittacks 40 sq.ft.

being the remaining portion of municipal premises no. 75/2, Hazra

Road, Calcutta, which was subsequently renumbered as premises no.

75/2A, and 75/2B, Hazra Road, Calcutta.

AND WHEREAS Sachindra Nath Dey one of the Joint Owner in order to liquidate his personal loan sold, conveyed and Contd.... 4



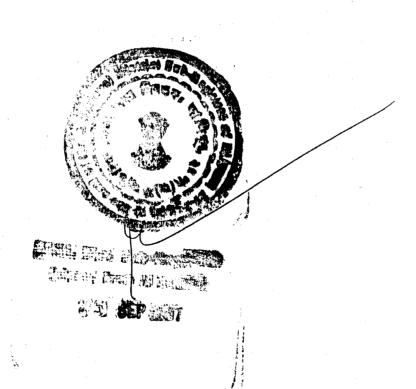
transferred his undivided one third share right title and interest in the premises no. 75/2A, & 75/2B, Hazra Road, Calcutta unto and in favour of one Kedar Nath Mukhopadhyay by a registered beed of Conveyance.

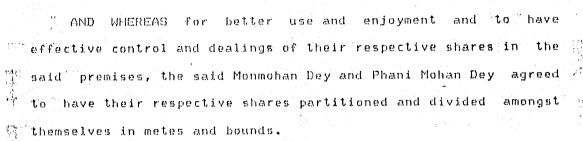
AND WHEREAS the said Monmohan Dey and Phani Mohan Dey subsequently by a registered Deed of Conveyance purchased the said undivided one third share right title and interest from the said Kedar Nath Mukhopadhyay which was sold and transferred by their brother Sachindra Nath Dey to the said Kedar Nath Mukhopadhyay.

AND WHEREAS by virtue of the aforesaid purchase the said Manmohan Dey and Phani 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, and 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 Monmohan Dey and Phani Mohan Dey jointly purchased from one Bhubanmohini 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 Monmohan Dey and Phani Mohan Dey for ingress and egress to the said premises.

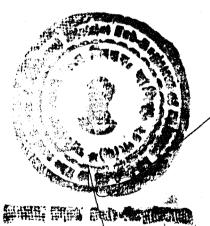
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AND WHEREAS by a registered Deed of Partition dated August, 1949 duly registered in Book No. I, Volume No. 63, Pages 149 to 154, Being No. 3527, for the year 1949, in the office of the District Sub-Registrar, Alipore, the said Monmohan Dey was allocated to and entitled to ALL THAT the piece and parcel of 🏁 land measuring more or less 4 Cottahs 14 Chittacks 20 sq.ft. together with the one storied brick built building standing Thereon situate lying at being municipal premises no. 75/2A, and 75/2B, Hazra Road, Calcutta, being the demarcated western portion 🕾 of the said premises together with all easements and/or amenities and/or facilities attached and connected thereto and also together with the right title and interest in upon and over the common passage, for the purpose of ingress and egress to the said premises from Sebak Baidya Street jointly with the said Phani Mohan Dey, more fully and particularly described in the Schedule thereunder written.

AND WHEREAS the said Monmohan Dey duly mutated and recorded his name in the assessment register of the Calcutta Corporation 3 and the said property was thus renumbered and known as municipal Contd.... 6



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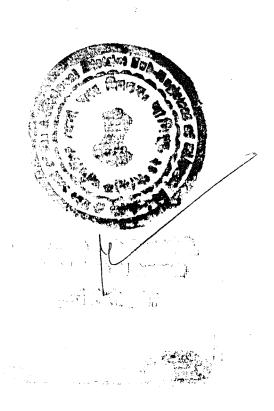
premises no. 75/2A, Hazra Road, Calcutta.

AND WHEREAS while seized and possessed of the said property the said Monmohan Dey, as an absolute owner in respect of the demarcated western portion of the said property having an area of 4 Cottahs 14 Chittacks and 20 sq.ft. together with two storyed brick built building situated thereon being municipal premises no. 75/2A, Hazra Road, Calcutta-29, during his life time by a Registered Deed of Gift dated 18th December, 1951, gifted and bequeath a piece and parcel of demarcated portion of land having an area of 8 Chittacks more or less in favour of his wife Smt. Saraswati Dey out of love and affection free from all encumbrances charges liens attachments whatsoever.

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AND WHEREAS while seized and possessed of the said property as absolute owner the said Monmohan Dey by another registered deed of gift dated 8th July, 1972 gifted and bequeathed unto and in favour of one of his son namely Sri Chandra Sekhar Dey demarcated portion of land having an area of 12 Chittacks more or less, out of the said premises no. 75/2A, Hazra Road, Calcutta, more fully and particularly described in the Schedule thereunder written.

AND WHEREAS after the death of the said Monmohan Dey the Vendor herein became the Owner of, to the exclusion of the other brothers namely Jyotirmoy Dey, Himangshu Dey, Dilip Dey and Jogesh Dey, ALL THAT the piece and parcel of land measuirng & Contd.... 7

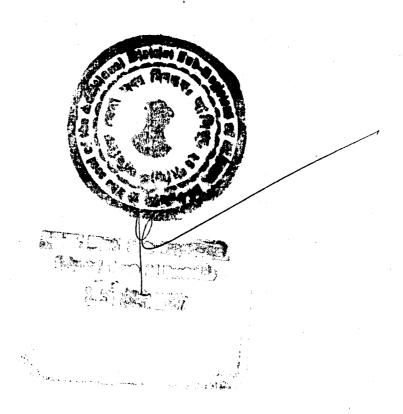


Chittacks 31 sq.ft. more or less, together with the two storied building standing thereon fully tenanted being the demarcated front portion of the premises no. 75/2A, Hazra Road, P.S. Lake, Calcutta-29, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the said property.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT the piece and parcel of land measuirng 6 Chittacks 31sq.ft. more or less, together with the two storied building standing thereon fully tenanted being the demarcated front portion of premises no. 75/2A, Hazra Road, P.S. Lake, Calcutta-27, more fully and particularly described in the Schedule hereunder written at and for a total consideration of Rs. 2,80,000/~ (Rupees Two Lacs Eighty Thousands) only, free from all encumbrances charges liens lispendences attachments whatsoever.

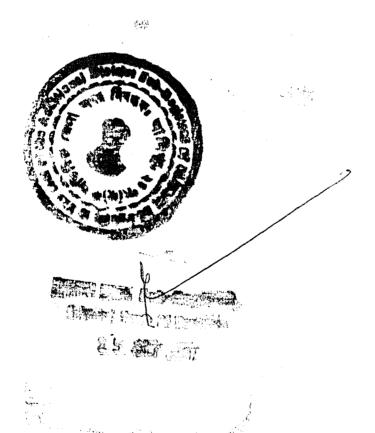
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NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs.2,80,000/- (Rupees Two Lacs Eighty Thousands) only paid by the Purchaser to the Vendor on or before the execution of these presents the receipt whereof the Vendor doth hereby admit and acknowledge of and from the same and every part thereof doth hereby acquit release and forever discharge the Purchaser successor or successors-in-interest and/or permitted assigns and every one of them and also the said property the Vendor beneficial Owner doth hereby by these presents indefeasibly grant convey transfer assure and assigns unto the Purchaser its successor or successors-in-interest and/or assigns ALL THAT? the piece and parcel of land measuring 6 Chittacks 31 sq.ft. more or with the two storied building together informer and Amil Das and others standing thereon fully tenanted being the demarcated front portion of premises no. 75/2A, Hazra Road, P.S. Lake, Calcutta-29, more fully described in the Schedule hereunder written and in the map or plan annexed hereto and thereon bordered in 'RED' OR HOWSOEVER otherwise said property now or heretofore were or was situated butted bounded called known numbered described and distinguished TOGETHER with benefit and advantages of ancient and other rights liberties easements previleges appendages appurtenances whatsoever in respect of the said property or anv part thereof belonging to or anywise appertaining to or with same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions. remainder and

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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 title which in any wise related to the said property for any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the heirs executors administrators legal representatives assigns or any person from whom they can may or procure the same without any lawful action or suit at law or in equity TO INTO AND HOLD OWN POSSESS AND ENJOY the said property and part thereof hereby granted sold conveyed transferred assured and assigned or expressed and intended so to be with his members and appurtenances unto and to the use of the Purchaser its successor or successors—in-interest and/or assigns forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claim, liens etc. whatsoever created or suffered by the Vendor from these presents AND the Vendor doth himself his heirs executors administrators legal representatives successors and assigns covenant Purchaser its successor or successors-in-interest and/or representatives and/or assigns THAT notwithstanding any act thing whatsoever by the Vendor or his predecessors and ancestors in title done executed knowingly suffered to the contrary the Vendor had at Contd... 10

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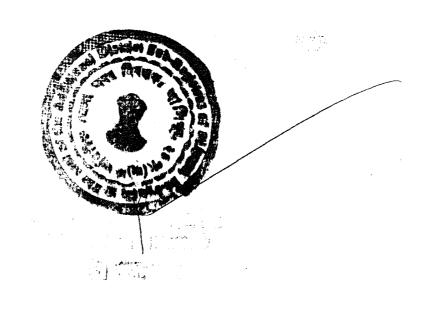
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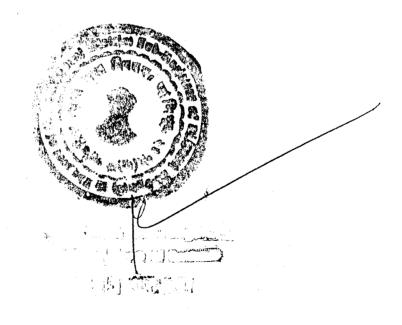
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times heretofore and now have got good right full power and absolute authority and indefeasible title to grant sell convey transfer assure and assign or expressed or intended so to be unto and to the use of Purchaser its successor or successors-ininterest legal representatives and assigns in the manner as aforesaid AND THAT the Purchaser its successor or successors-ininterest and/or legal representatives and/or assigns shall may at all times hereafter peaceably and quietly possess enjoy the said property and every part thereof and receive the rents issues and profits thereof without any lawful eviction, hindrances, 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 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 save indemnified of from and against all and all manner of claims charges liens debts fattachments encumbrances whatsoever made or suffered by or any of his ancestors or predecessors in title person or persons lawfully 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 any of his ancestors and predecessors in title Contd.... 11



shall and will from time to time and at all times hereafter successor the request and cost of the Purchaser successors-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 successors-ininterest 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 Vendor and all his heirs executors administrators legal representatives successors and assigns shall at all times hereafter indemnify and indemnified the Purchaser its successor or successors-in-interest 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 covenants hereinunder contained.

Contd.... 12



## THE SCHEDUER ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring 6 Chittacks

300+300 = 600 Sff

31 sq.ft. more or less together with a two storied building standing thereon fully tenanted being a demarcated front portion of premises no. 75/2A, Hazra Road, P.S. Lake, Calcutta-29, Ward No. 85, butted and bounded in the following manner that is to say

ON THE NORTH : By Hazra Road;

ON THE EAST : By premises no. 75/2A, Hazra Road;

ON THE SOUTH : The balance demarcated portion of premises

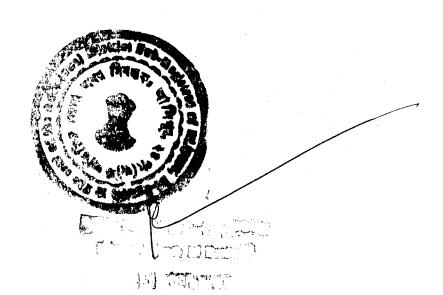
no. 75/2A, Hazra Road;

ON THE WEST (\* By premises no. 75/3; Hazra Road.

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armond 431 consequences and all distributed by



his hand and seal on these presents on the day month and year first above written.

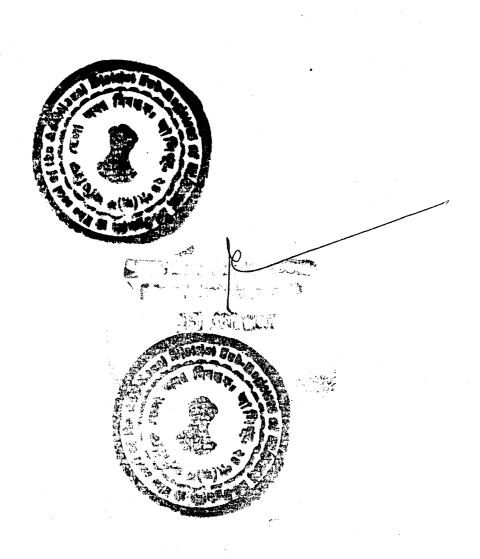
SIGNED SEALED & DELIVERED by the VENDOR at Calcutta in the presence of:

1. YATIORMOY DE 4667-Rosherrosa Road DELHL-110007.

Contd.... 14

Joseph Solander &

2. Swopan Bush. 16/2, Daver Terrer Coal 19



RECEIVED of and from the withinnamed l PURCHASER the within mentioned sum of Rs.2,80,000/- (Rupees Two Lacs Eighty Thousand) only being the withinmentioned consideration money of the foregoing conveyance as per Memo below

1 Rs. 2,80,000/-

Applohando

MEMO OF CONSIDERATION

By cash R.B.I Notes Ripers, two lac and Enighty thousand only

Witnesses, 4

1. YATTORMOY DE 4667-Roshanova Road, DELHT-110007. Atproatel. Dalour Porte Gengely Bogen, Calcutto- 700081

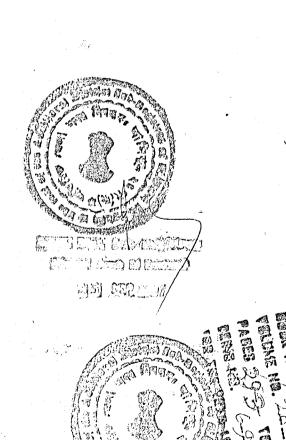
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Drafted by me.

Endip Mittig, Adv. High Court

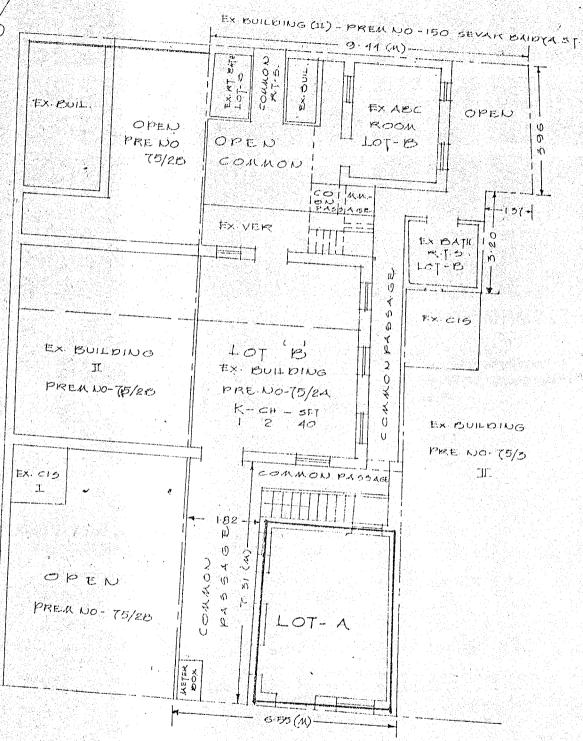
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AREA OF LOT-A -OK - SCH - BLEFT



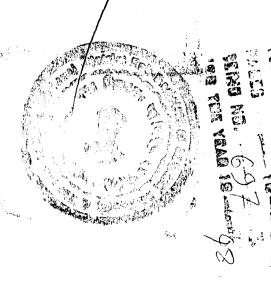
HAZRA ROAD

TOURS CHONS RADE

SIGN OF OWNER

77-7

25 58 01



18/6/3/8

1 1

DATED THIS 184Th DAY OF September 1997

BETWEEN

SRI JOGESH DEY

··· VENDOR

-A N D

AMRITA PROMOTERB PVT. LTD.

... PURCHASER



CONVEYANCE

PRADIP MITRA
ADVOCATE
HIGH COURT, CALCUTTA

15

65/19