



THIS INDENTURE OF CONVEYANCE made this the 18th day of
January TWO THOUSAND AND FIVE BETWEEN TAPAN MUKHERJEE
son of Late Sailendra Nath Mukherjee by religion Hindu by
occupation Business residing at No. 33/2 Juggipara Road,
Kolkata 700 028 being the Executor and Administrator De-
bonis Non in respect of the Estate of Late Sailendra Nath
Mukherjee hereinafter referred to as the VENDOR (which term

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19 NOV 2004

No. _____ Date _____
Sold To..... **B. L. BAGGAR**
Solicitor & Advocate
Add..... **3RD FLOOR,**
No. *107* **OLD POST OFFICE STREET**
WALLINGBORO W. 73000

A. E. VANCE
HIGH COURT, ESI

or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the FIRST PART AND SANJAY GUPTA son of Late Laxman Prasad Gupta residing at No. 2/1A Burdwan Road, 6th floor, Alipore, Kolkata 700 027 hereinafter referred to as the CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the SECOND PART AND FORT BUILDERS a partnership firm having its office and/or place of business situated at No. 7/1A, Hazra Road, Kolkata 700 026 hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners of the said partnership business of Fort Builders and/or such other person or persons who may be taken in or admitted as partner or partners of the said business and/or such person or persons who may carry on the said partnership business and their respective heirs, legal representatives executors, administrators and assigns) of the THIRD PART :

W H E R E A S :

A. By an Indenture of Lease dated 23rd September, 2003 duly registered at the office of the Addl. Registrar of Assurances - I (ARA-I) Kolkata in Book No. I, Reind No. 11622 for the year 2003 and executed between the parties hereto the Vendor has granted a Lease in

respect of ALL THAT the piece or parcel of land containing by estimation an area of 10 (ten) Bighas 19 (Nineteen) Cottahs 12 (Twelve) Chittacks 14 (Fourteen) Square feet (be the same a little more or less) TOGETHER WITH the various buildings and/or structures, sheds, passages, water ways, sewers, drains, pipes, hereditaments, tenements appurtenant to and comprised in Municipal Premises No. 37, 38 and 38/1 Panditya Road, Kolkata 700 029 in the South Division of the town of Kolkata comprised in Ward No.85 of Kolkata Municipal Corporation within Police Station Lake (more fully and particularly mentioned and described in the SCHEDULE thereunder written and also in the SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) unto and in favour of the Purchaser herein for a period of 999 years commencing from 23rd September, 2003 (hereinafter referred to as the COMMENCEMENT DATE) at the rent and on the terms and conditions contained and recorded in the said Indenture of lease dated 23rd September, 2003 (hereinafter referred to as the PRINCIPAL LEASE).

B. In pursuance to the said Principal Lease the Purchaser has made full payment of the entire amount of rent payable covering the entire period of 999 years as recorded in an agreement dated 23rd September, 2003 entered into by and between the parties hereto.

C. The Vendor with the consent and concurrence of the Confirming Party has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire the reversionary interest of the Vendor in respect of the said Premises at and for a consideration of Rs.100/-

(Rupees one hundred only) and on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows :

1. THAT in pursuance of the Said Agreement and in further consideration of a sum of Rs.100/- (Rupees One hundred) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (which amount the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Vendor with the consent and concurrence of the Confirming Party doth hereby acquit release and discharge the Purchaser as well as the said reversionary interest of the Vendor into or upon the said PREMISES hereby intended to be sold transferred and conveyed) the Vendor with the consent and concurrence of the CONFIRMING PARTY do hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser the reversionary interest of the Vendor into and upon ALL THAT the piece or parcel of land containing by estimation an area of 10 (ten) Bighas 19 (Nineteen) Cottahs 12 (Twelve) Chittacks 14 (Fourteen) Square feet (be the same a little more or less) TOGETHER WITH the various buildings and/or structures, sheds, passages, water ways, sewers, drains, pipes, hereditaments, tenements appertaining to and comprised in Municipal Premises No. 37, 38 and 38/1 Panditya Road, Kolkata 700 029 in the South Division of the town of Kolkata comprised in Ward No.85 of Kolkata Municipal Corporation within Police Station Lake (more fully and particularly mentioned and described

in the SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) free from all encumbrances charges liens dependens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements OR HOWSOEVER OTHERWISE the said Premises or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said PREMISES or any part or portion thereof belonging to or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were or was held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders. And the rents issues and profits receivable and payable in respect thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said Premises or any and every part or portion thereof and hereby sold, conveyed granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relates to or concerning the said Premises or any part or parcel or portion thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons

from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD reversionary interest of the Vendor into or upon the said PREMISES hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements whatsoever or howsoever.

2. AND the Vendor doth hereby covenant with the Purchaser that the Vendor is the absolute and lawful owner of and is well and sufficiently seized and possessed of and/or entitled to the said reversionary interest of the Vendor into or upon the said Premises and every part or portion thereof, free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby further covenant with the Purchaser that she has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said reversionary interest of the Vendor into or upon the said premises hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said reversionary interest of the Vendor into or upon the said premises or interest as aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these

presents is the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and/or entitled to the said reversionary interest of the Vendor into or upon the said Premises hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance 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 or thing whatsoever as aforesaid the Vendor now has in herself good right full and absolute power to grant sell convey transfer assure and assign the said reversionary interest of the Vendor into or upon the said Premises hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the terms and conditions as aforesaid AND THAT the Vendor has duly made over possession of the said Premises to the Purchaser and the Purchaser has received and accepted the same without raising any dispute, demand or claim whatsoever or howsoever against the Vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the said Premises or otherwise.

3. AND THAT the Purchaser shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the said Premises and receive the rents issues and profits thereof without any lawful eviction 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 any of his predecessors in title or any one of them AND THAT the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated

released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all manner of former or other estates encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments executions prohibitions restrictions easements and dispendens whatsoever suffered or made or liabilities created in respect of the said Premises by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title or any of them as aforesaid or otherwise.

4. AND THAT all municipal rates taxes and other impositions and/or outgoings including electricity charges payable in respect of the said Premises upto 23rd day of September, 2003 as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period subsequent to the date hereof in respect of the said Premises shall be payable by the Purchaser.

5. AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto and the Vendor doth hereby covenant and assure the Purchaser that unless prevented by fire or some other inevitable accident from time to time and at all times hereafter and upon every reasonable request and at the cost of the Purchaser shall produce or caused to be produced to the Purchaser or its Attorneys or Agents or at any trial commission examination or otherwise as occasion shall require all or any of the original title deeds documents and writings and also at the like request and cost deliver to the Purchaser such attested or other true copies or extracts of and from the said Deeds and writings or any one of them as the Purchaser may require and will in the

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meantime unless prevented as aforesaid keep the said deeds documents and/or writings safe unobliterated and uncancelled.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land containing by estimation an area of 10 (ten) Bighas 19 (Nineteen) Cottahs 12 (Twelve) Chittacks 14 (Fourteen) Square feet (be the same a little more or less) TOGETHER WITH the various buildings and/or structures, sheds, passages, water ways, sewers, drains, pipes, hereditaments, tenements appertaining to and comprised in Municipal Premises No. 37, 38 and 38/1 Panditya Road, Kolkata 700 029 in the South Division of the town of Kolkata comprised in Ward No. 85 of Kolkata Municipal Corporation within Police Station Lake and butted and bounded in the manner following, that is to say :

ON THE NORTH : By Premises No. 39, Panditya Road, Kolkata.

ON THE SOUTH : By Municipal Surface drain South of the boundry wall of Premises No. 37, 38 & 38/1, Panditya Road, Kolkata.

ON THE EAST : By Municipal Road known as Panditya Road

ON THE WEST : By Premises No. 5/2, 5/4, 5/5, 5/6, 5/7, 5/8 and 5/9, Savak Baidya Street, Calcutta 700 029.

OR HOWSOEVER OTHERWISE the same is butted bounded called known numbered described and distinguished and the situation whereof has been shown and delineated in the map or plan annexed hereto and bordered in RED thereon.

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

SIGNED AND DELIVERED by the
VENDOR at Kolkata in the
presence of :

Tapan Meekhya

SIGNED AND DELIVERED by the
CONFIRMING PARTY at Kolkata
in the presence of :

Sanjay Gupta

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of :

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

SIGNED AND DELIVERED by the
VENDOR at Kolkata in the
presence of :

Tapan Mukherjee

SIGNED AND DELIVERED by the
CONFIRMING PARTY at Kolkata
in the presence of :

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of :

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RECEIVED of and from the withinnamed
Purchaser the withinmentioned sum of
Rs.100/- (Rupees one hundred only) being Rs.100.00
the consideration money payable under
these presents as per memo below :

MEMO OF CONSIDERATION

By Cheque No. 379083 dated 18/03/2005
drawn on Citi Bank in favour of
the Vendor.

Rs.100.00

Total - Rs.100.00

(Rupees One hundred only)

Tapan Meekheja

WITNESS :

DRAFTED AND PREPARED in my
Office

R.L. BAGGAR
SOLICITOR & ADVOCATE
HIGH COURT, KOLKATA.

DATED THIS DAY OF 2005

B E T W E E N
TAPAN MUKHERJEE
A N D
SANJAY GUPTA
A N D
FORT BUILDERS

DEED OF CONVEYANCE

R. L. GAGGAR
SOLICITOR & ADVOCATE
6 OLD POST OFFICE STREET
KOLKATA 700 001