

19 4030 1 1 MAY 2007-No 1243 Re 1000 Kel 27-Address Advocate Sub ban Mipur Collector # 100 19th day of May SUBHANKAR DAS Phrodip Knows Roi Stamp Vandar Alipur Police Court Kol=27 prodet Knimas Rol pulin Krinma Roi promat Kumar Rod Drolit Kumor Ro Proponto Kumar Roy OU Sourof Shi produ Kumar Roy Hindu Empines PRABLE KUMAR Roy.) Horasanta Kurshry Karshoni Ahry.

FIRST PART

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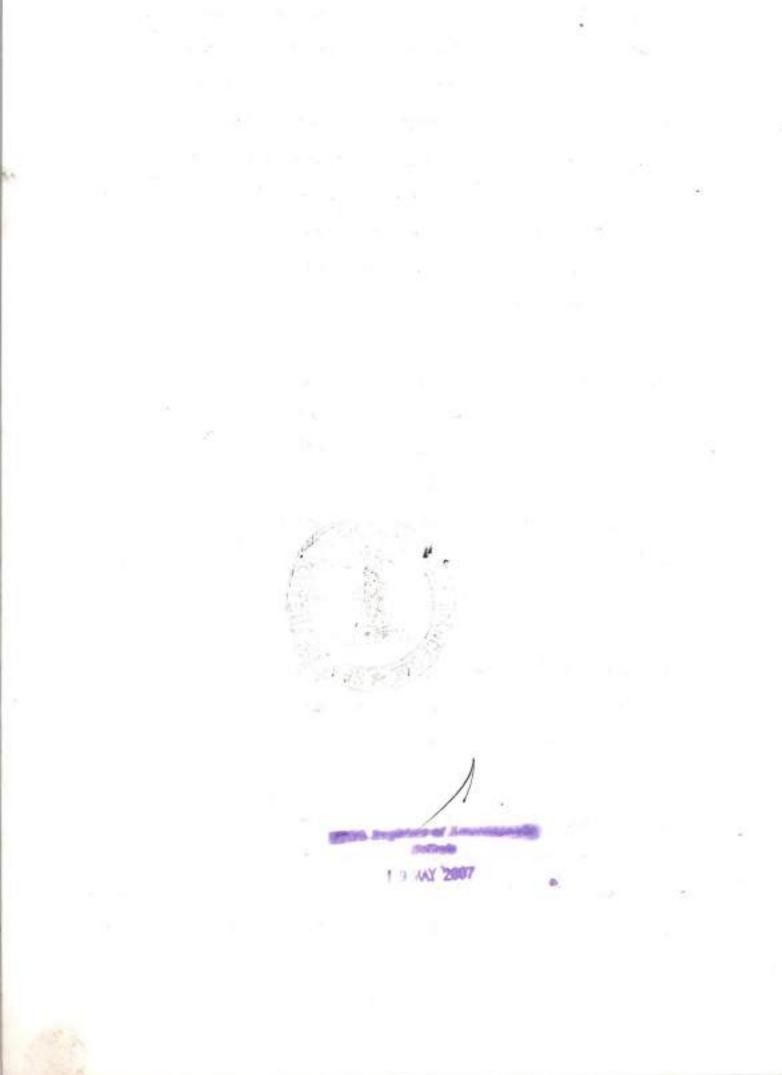
A N D

MESSRS LARICA ESTATES LIMITED, a Company within the meaning of the Companies Act, 1956, having its Registered Office at 7, Red Cross Place, Kolkata 700001, Police Station Hare Street, represented by its one of the Directors, MR. SATISH CHANDRA LAKHOTIA son of Mr. R. N. Lakhotia, by faith Hindu, by Nationality Indian, by occupation Business, residing at 7/1, Guru Saday Road, Police Station Karaya, Kolkata 700019, hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, administrators, legal representatives and assigns) of the SECOND PART:-

A N D

SRI BIDHU BHUSAN MISHRA son of Late Narsingh Mishra, by faith Hindu, by occupation Business, by nationality Indian, residing at 32, N. S. Road, Police Station Burrabazar, Kolkata 700007, hereinafter called and referred to as the CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the THIRD PART:

WHEREAS one Pulin Krishna Roy, since deceased, was absolutely seized and possessed of ALL THAT piece and parcel of land measuring 12 Bighas 3 Cottahs 12 Chittaks 22 Sq. ft. more or less together with structure standing thereon or part thereof comprised in Dag No. 8096, 8097, 8098, 8099, & 8205 all under Khatian No.2969, and Dag Nos. 8100 & 8204 under Khatian No.2901, in Mouza Konnanagar, J.L. No. 7, Police Station Uttarpara, District Hooghly, West Bengal (the said property commonly known, reputed and hereinafter for the sake of brevity referred to as "the Konnagar Villa/property" or



"Riverside Garden House) and the said property was acquired by the said Pulin Krishna Roy by way of purchase by and under an Indenture dated 11th day of October, 1939 executed by Jaminy Prokash Gangooly son of Late Jyoti Prokash Gangooly and Isha Prokash Gangooly son of Late Indu Prokash Gangooly, duly registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 118, pages 41 to 50, Being No. 3395 for the year 1939 and while in peaceful khas possession and enjoyment of the aforesaid property said Pulin Krishna Roy died interstate in the month of April, 1964 leaving behind him his widow, Smt. Gouri Bala Roy and only son Sri Pradip Kumar Roy, as the only legal heirs and successors who jointly inherited the aforesaid property, each having undivided one-half share or interest therein, by way of inheritance and/or succession.

AND WHEREAS during the life time said Sm. Gouri Bala Roy made and published her Last Will and Testament on 6th January, 1969 duly registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.III, Volume No.1, pages 93 to 99, Being No.2 for the year 1969 whereby and whereunder said Smt. Gouri Bala Roy devise and bequeathed her share or interest over the aforesaid property in favour of her grand sons i.e. the song of Sri Pradip Kumar Roy and she appointed said Sri Pradip Kumar Roy as the Executor/Trustee of her Last Will and Testament.

AND WHEREAS after the death of said Smt. Gouri Bala Roy and upon an application for Probate of the said Will was granted by the Learned 10th Addl. District Judge at Alipore in Act 39 Case No. 4/80 on 25th June, 1980.

AND WHEREAS in terms of the said Will and Probate granted there under the said Pronab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy, all sons of Pradip Kumar Roy jointly acquired and became the lawful joint owners of undivided 50% shares in the said property which is specifically mentioned in the

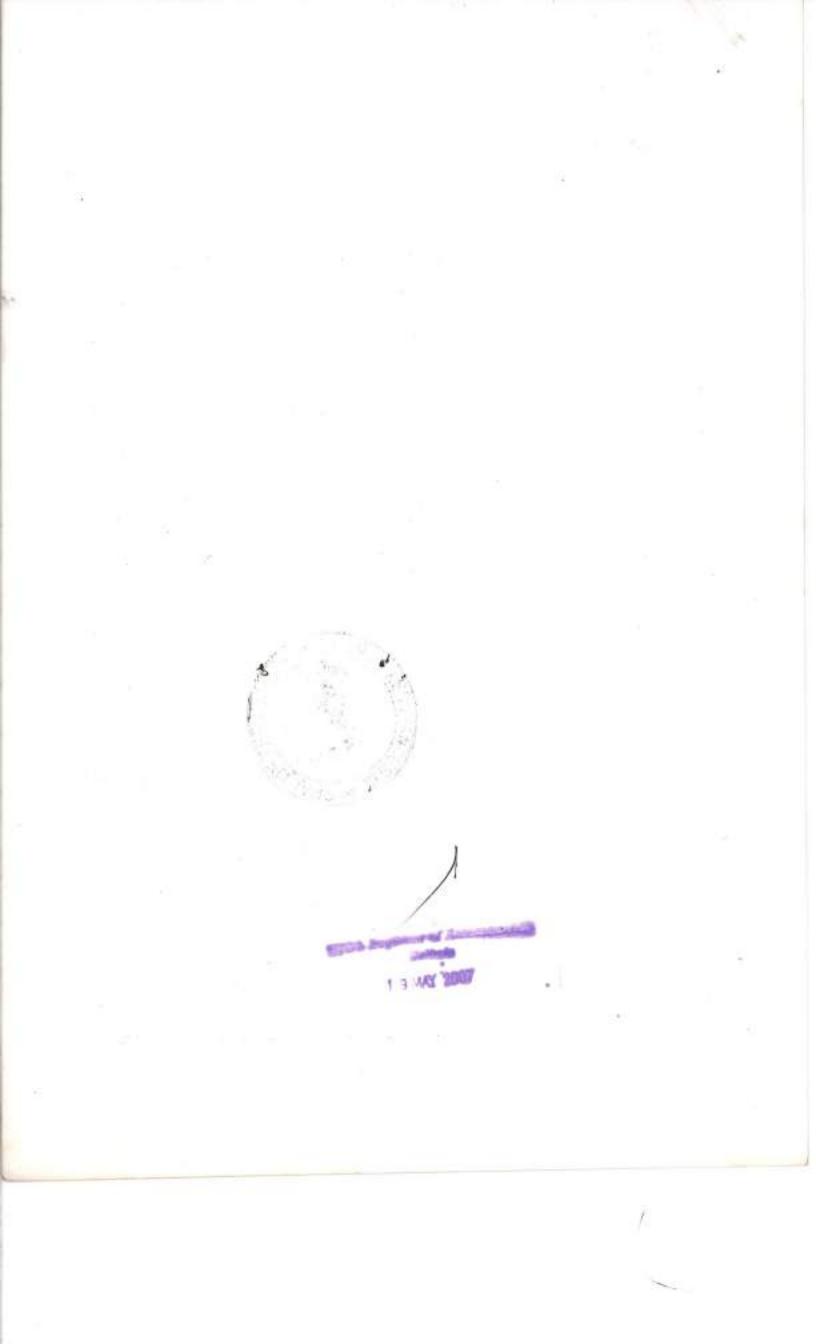


schedule thereunder written left by their grand mother, Smt. Gouri Bala Roy, since deceased.

AND WHEREAS in the premises said Pradip Kumar Roy acquired and became the owner of undivided 50% shares in the said Konnagar Property and said Pronab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy jointly acquired and became the absolute and lawful owners of the remaining undivided 50% shares in the said Konnagar Property and as such lawful owners said Pradip Kumar Roy along with Pronab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy & Pinaki Kumar Roy (the Vendors hereto) jointly got their names mutated in the books and records of the Konnagar Municipality and subsequently the said property separately assessed known and numbered as premises/Holding No. 2, Mirpara Lane, within the limits of Ward No. 12 of the said Municipality.

AND WHEREAS said Pradip Kumar Roy, Pronab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy also jointly got their names mutated in the L.R. Settlement vide L.R.Khatian Nos. 11336, 11337, 11338, 11339 and 11340 appertaining to L.R. Dag Nos. 13816, 13817, 13827, 13828, in Mouza Konnanagar, J.L. No. 7, Police Station Uttarpara, District Hooghly.

AND WHEREAS the said Pradip Kumar Roy, Pronab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy have agreed to sell and one Bidhu Bhusan Mishra (the Confirming Party hereto) has agreed to purchase ALL THAT piece and parcel of land measuring 12 Bighas 3 Cottahs 12 Chittaks 22 sq.ft. more or less together with all structures, boundary walls, tents, trees, etc. standing thereon or part thereof lying or situate at and being Premises/Holding No. 2, Mir Para Lane, Konnagar, (commonly known as KONNAGAR VILLA and also known as Riverside Garden House), District Hooghly and accordingly they have entered into a Memorandum of Agreement for Sale



on 22nd day of June, 2006 at a price and/or consideration fixed at the rate of Rs. 57,409/only per Cottah under the terms and conditions as contained therein.



between

AND WHEREAS subsequently it has been agreed, the parties herein that out of an area 12 bighas 03 cottahs 12 chittack 22 sq.ft, the purchaser will purchase 2.979 Acres equivalent to 9 Bighas more or less found as per actual physical measurement and also as per documents (as measured by the Surveyor/Engineer appointed by the parties herein) comprised in L.R. Dag Nos. 13816, 13817, 13827, 13828, under to L.R. Khatian Nos. 11336, 11337, 11338, 11339 and 11340 in Mouza Konnanagar, J.L. No. 7, Police Station Uttarpara, District Hooghly and accordingly the parties have agreed to reduce the consideration amount proportionately as agreed upon by and under the said agreement for sale dated 22nd day of June, 2006.

AND WHEREAS due to some unavoidable circumstances beyond the control of the Confirming Party hereto, he is unable to complete the transaction and accordingly in terms of the aforesaid agreement dated 22nd day of June, 2006 the confirming Party was in look out a suitable person/firm and/or company for dispose of the said property by way of absolute transfer.

AND WHEREAS the Confirming Party has approached and expressed his inability to complete the transaction due to some unavoidable circumstances beyond his control and thereby intended to assign his rights and interest under the said Agreement dated 22nd June, 2006 in favour of the purchaser as his nominee and accordingly sought concurrence of the party hereto of the first Part in respect thereof to which the party hereto of the first Part/Owners of the said property have agreed to accept the assignment of the rights of the Confirming Party hereto under the said Agreement for Sale dated 22nd June, 2006 in favour of the purchaser as his nominee as per the terms and conditions stipulated in the said agreement for sale dated 22nd June, 2006 which has been accepted and agreed to by the parties hereto as under and accordingly the confirming party hereby assigns his all



right, title and interest in respect of the schedule property unto and in favour of the Purchaser herein, by putting his signature in his presents as confirming party.

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AND WHEREAS in terms of the agreement and/or understanding as aforesaid the said Pradip Kumar Roy, Pronab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy, the Vendors herein, have agreed to sell ALL THAT piece and parcel of land measuring 2.979 Acres more or less equivalent to 9 (Nine) Bighas more or less (as per actual physical measurement) together with all structures, boundary walls, tents, trees, tanks etc. standing thereon or part thereof lying or situate at and being Premises /Holding No. 2, Mir Para Lane, Konnagar, commonly known as KONNAGAR VILLA also known as Riverside Garden House, comprised in L.R.Dag Nos. 13816, 13817, 13827, 13828 under L.R. Khatian Nos. 11336, 11337, 11338, 11339 and 11340 in Mouza Konnanagar, J.L. No.7, Police Station Uttarpara, District Hooghly, within the municipal limits of Konnagar Municipality, fully mentioned and described in the schedule hereunder written (hereinafter for the sake of brevity referred to as "the said property") at or for the price or consideration fixed a sum of Rupees 1,03,33,620/-(Rupees One core Three lacks Thirty Three thousand Six hundred Twenty) only and the purchaser herein has agreed to purchase of the said property at or for the above mentioned consideration free from all encumbrances and attachment whatsoever save and except one tenant M/s. GILLANDERS & ARBUTHENET & CO. LTD at the schedule property.

NOW THIS INDENTURE WITNESSETH THAT in terms of the said agreement and in consideration of total sum of Rupees 1,03,33,620/-(Rupees One core Three lacks Thirty Three thousand Six hundred Twenty) only lawful money of the Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do hereby and each of them doth hereby admit and acknowledge as per Memo of Consideration hereunder written and to have been received and of and from the same and every part thereof and do hereby acquit,



release and forever discharge the purchaser as well as the property hereby conveyed), the Vendors do hereby grant, transfer, convey assign and assure unto and in favour of the Purchaser ALL THAT piece and parcel of land measuring 2.979 Acres more or less equivalent to 9 (Nine) Bighas more or less (as per actual physical measurement) together with all trees, tents, structures, boundary walls etc. standing thereon or part thereof lying or situate at and being Holding/Premises No. 2, Mir Para Lane, Konnagar, commonly known as KONNAGAR VILLA also known as Riverside Garden House, L.R. Dag Nos. 13816, 13817, 13827, 13828 fully mentioned and described in the schedule here under written (herein after for the sake of brevity referred to as "the said property") along with all sorts of easement rights over the ways paths, passages, advantages and benefits whatsoever to the said property belonging to or in anywise appertaining thereto or reputed to belong or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part thereof together with all other ways paths passages sewers advantages and appurtenances whatsoever to the said property and all the deeds pattahs muniments documents writings and other evidences of title exclusively relating to the said property which is now are or in the custody/possession and control of the Vendors or which the Vendors can procure without any suit or action AND all the estate right tile interest property claim and demand whatsoever of the said Vendors into or upon the said undivided share over the said property and every part or portion thereof TO HAVE AND TO HOLD the said property hereby sold granted transferred conveyed assigned and assured or expressed or intended so to be with all rights benefits easements and appurtenances thereto unto and to the use of the purchaser herein absolutely and forever SUBJECT HOWEVER to the purchaser making payment of the rates taxes AND free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise well and sufficiently indemnified from against all manner of estate claim charges lien attachments and encumbrances created made done executed or suffered by the Vendors AND the Vendors do hereby further covenant with the purchaser herein that the said owner and all the persons claiming through under or in trust for the Vendors shall and will from time



to time and at all material times hereafter and at the request and cost of the purchaser herein make do execute or cause to be made done and executed all such further and other lawful acts deeds matters and things whatsoever for further better and more perfectly assuring the said property hereby sold transferred conveyed and granted or expressed or intended so to be unto and to the use of the purchaser herein in the manner as aforesaid.

THE VENDORS AND THE CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- That notwithstanding any act deed matter or thing whereby the Vendors done or executed or knowingly suffered to the contrary the vendors herein are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property and every part or portion thereof hereby granted sold conveyed transferred assigned and assured unto and to the use of the purchaser herein in the manner as aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things to alter defeat encumber or make void the same.
- II) AND THAT notwithstanding any act deed or thing whatsoever or howsoever done as aforesaid the vendors have now full right power and absolute authority to grant sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed, transferred, assigned and assured unto and to the use of the purchaser herein in the manner as aforesaid according to the true intent and meanings of these presents.
- III) AND THAT the purchaser herein shall and may from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said property and all other benefits and rights hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser and the Purchaser shall be entitled to receive all the rents issues and profits thereof without any lawful hindrance eviction interruptions disturbances claims and



demands whatsoever or howsoever from or by the vendors herein or any person or persons having lawfully or equitably claiming from under or in trust for the vendors.

- IV) AND THAT the said property hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claims, demands, encumbrances (save and except one tenant namely M/s. Gillanders Arbuthenet & Co. Ltd.), lien, lispendens, attachments made or suffered by the vendors or any person or persons having or lawfully claiming any estate or interest therein from under or in trust for the vendors.
- V) AND FURTHER THAT the vendors and all the persons having or lawfully or rightfully claiming any estate or interest in the said property or any part or portion thereof from under or in trust for the vendors herein shall and will from time to time and at all material times hereafter and at the like request and at the cost of the purchaser herein make do and execute or cause to be done made and executed all such further and other lawful acts deeds matters and things whatsoever for further better and more perfectly assuring the said property and every part or portion thereof hereby granted sold, conveyed transferred assigned and assured unto and to the use of the purchasers herein in the manner as aforesaid as shall or may be reasonably required.
- VI). That the Vendors on this day with the execution of this Deed handovers and delivers the symbolic possession (with the above named tenant) of the property hereby conveyed unto and to the Purchaser herein and the Vendors also deliver the title Deed, link deeds, and other documents and writings in respect of the said property in favour of the Purchaser herein.
- VII). That the Vendors do hereby accorded their consent to the purchaser for mutation, separation of the said property in the municipal records and all Government and/or Semi Government and/or other statutory body and/or authority.

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VIII) The Confirming Party hereby assigns, releases and relinquish all his right, title and interest, if any, into and over the said property unto and in favour of the Purchaser herein and the Confirming Party hereby declares that he has no claim, demand or objection against the Vendors and/or the Purchaser herein

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece and parcel of well demarcated land measuring an area 2.979Acres more or less equivalent to 9 (Nine) Bighas more or less (recorded as "Bagan /Viti /tank /Bastu) together with old and dilapidated single storied building (measuring an area 1500 Sq.Ft) standing thereon or part thereof lying or situate at and being Premises /Holding No. 2, Mir Para Lane, Konnagar, commonly known as "KONNAGAR VILLA" also known as Riverside Garden House, in Mouza Konnagar. J.L. No. 7, Police Station Uttarpara, Sub Registration office Sreerampore. District Hooghly, West Bengal at present within the municipal limits of Ward No. 12 of Konnagar Municipality, comprised in several Dag and Khatian as mentioned hereunder together with boundary walls, fittings, fixture, electrical installation, electric meters, tenements, hereditaments and other installations and trees thereto and all sorts of easement rights over the common passage/road and other benefits, facilities and appurtenances attached therein or thereto:

| R.S. Dag | L.R. Dag | R.S. Khatian | L.R.Khatian | Area |
|----------|----------|--------------|---|-------------|
| 8096 | 13828 | 2696 | 11336,11337, 11338,11339, & 11340 | .184 Acres |
| 8097 | 13827 | 2696 | -do- | .408 Acres |
| 8098 | 13817 | 2696 | -do- | .226 Acres |
| 8099 | 13816 | 2696 | -do- | 2.161 Acres |
| | | | TOTAL | 2.979 Acres |



The entire property hereby sold/conveyed is fully occupied by the monthly tenant named above and the said property more particularly shown and delineated in the site map or Plan annexed hereto in **RED** border line thereon, as part and parcel of this Indenture and butted and bounded in the manner following:

ON THE NORTH: - Partly Municipal Road (Mir para Lane) and partly Land of A.K.Chatterjee.

ON THE SOUTH:- Partly Land & structure of D. Waldie & Co. Ltd. & partly Land of A.K.Chatterjee.

ON THE EAST :- Hooghly River.

ON THE WEST:- Land of Hakim Habibur Rahman & Others partly Land of A.K.Chatterjee -

IN WITNESS WHEREOF the Vendors and the Confirming party hereunto have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED AT KOLKATA

IN THE PRESENCE OF

WITNESSES:

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tractifications.

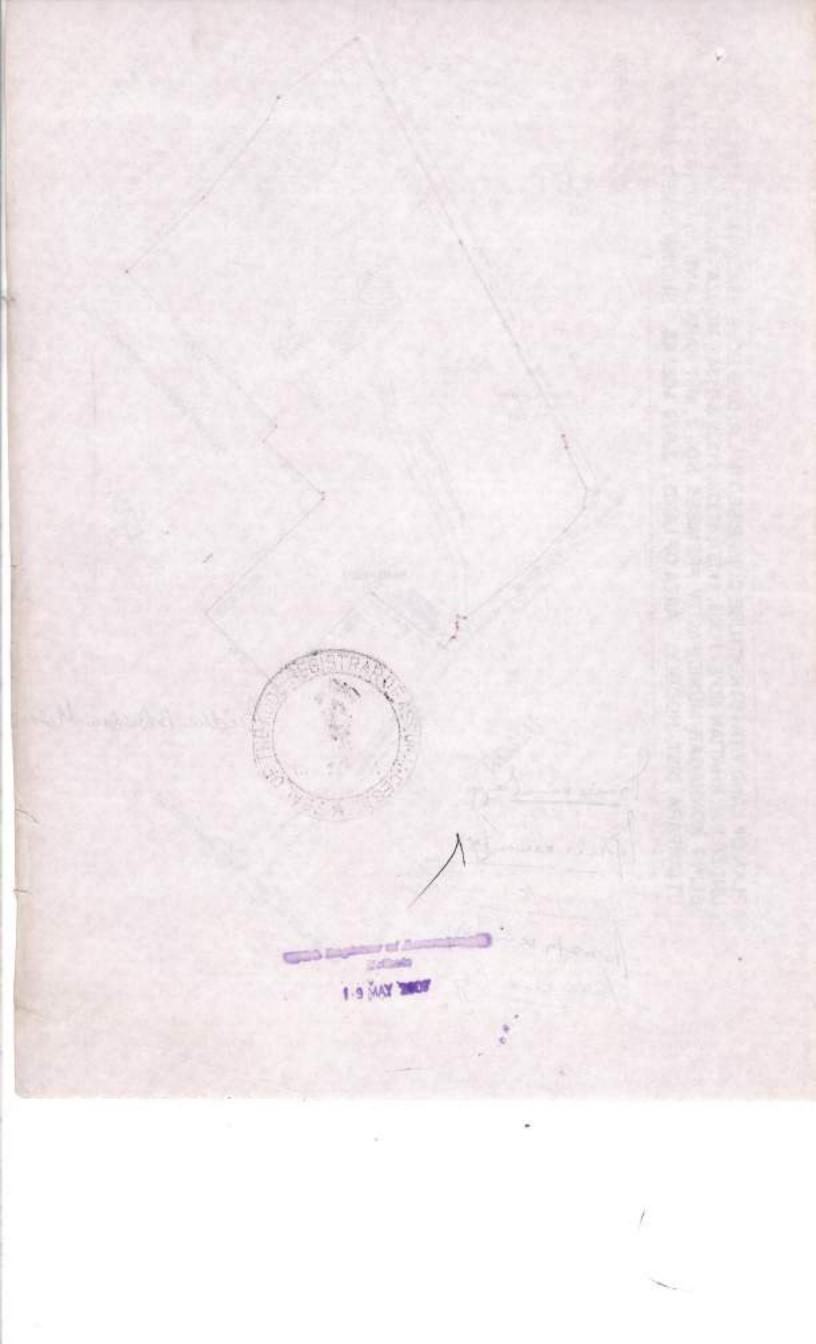
Manish Cakhathai 7, Red Cross Place

SIGNATURE OF THE VENDORS

Bidbu Bhushan Mishra SIGNATURE OF THE CONFIRMING PARTY



A-S-D-MARLD-RA-CO-R-A-O BEING KONNAGAR MUNICIPALITY PREMISES NO.- 2, MIR PARA LANE, WARD NO.- 12, P. S.-11339 & 11340, MOUZA - KONNGAR, J.L. NO.-7, SCALE - 1:500 PLAN OF LAND WITH STRUCTURE COMPRISED IN L.R. DAG NO. S- 13828, 13827, 13817 & 13816 SHOWN IN RED BORDER AREA OF LAND: 2.979 ACEARS. UNDER L.R. KHATIAN NO'S- 11336, 11337, 11338, BATHROOM UTTARPARA, DIST.- HOOGLY. Bidhu Bhushau Mishra



RECEIVED of and from the within named Purchaser the within mentioned sum of Rupees 1,03,33,620/-(Rupees One core Three lacks Thirty Three thousand Six hundred Twenty) only being full and final consideration amount as per memo below:

MEMO OF CONSIDERATION

| CHEQUE NO. | DATE | BANK | AMOUNT (Rupees) | RECEIVED BY |
|------------|------------|---|--------------------|----------------|
| 180327 | 17.05.2007 | American Express Bank Ltd., Kolkata | 51,66,810.00 | Vendor No.1 |
| 180326 | 17.05.2007 | - do - | 12,91,702.50 | Vendor No.2 |
| 180325 | 17.05.2007 | - do - | 12,91,702.50 | Vendor No.3 |
| 180324 | 17.05.2007 | - do - | 12,91,702.50 | Vendor No.4 |
| 180323 | 17.05.2007 | - do - | 12,91,702.50 | Vendor No.5 |
| | | TOTAL | 1,03,33,620.00 | |

(RUPEES ONE CORE THREE LACKS THIRTY THREE THOUSAND SIX HUNDRED TWENTY ONLY)

WITNESSES:-

Sudip Basu Advocaté

Marish Cakhothai 7 Red Gross Place Kolkate 700001

P. P. Proxxx

SIGNATURE OF THE VENDORS

Drafted & prepared by me at my office.

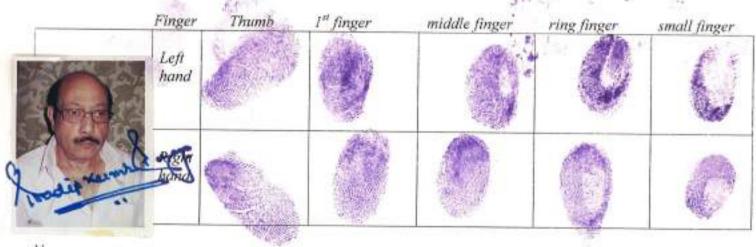
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LARICA BUSINESS CENTRE, 7, Red Cross Place, Room No.1, Ground floor, Kolkata 700001.

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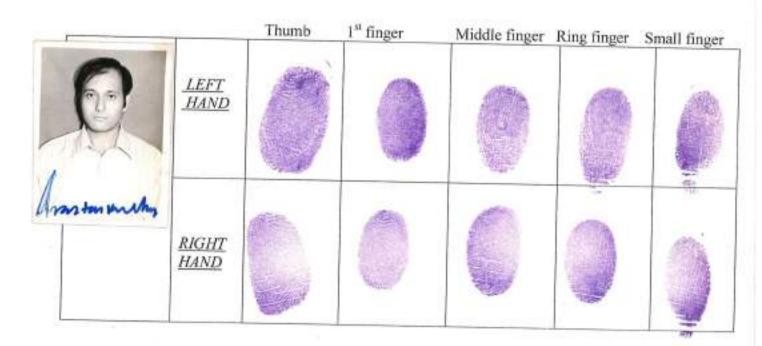
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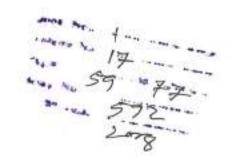
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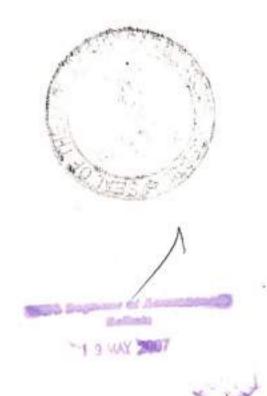
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Name
Signature Bidhu Bhushan Mishra

