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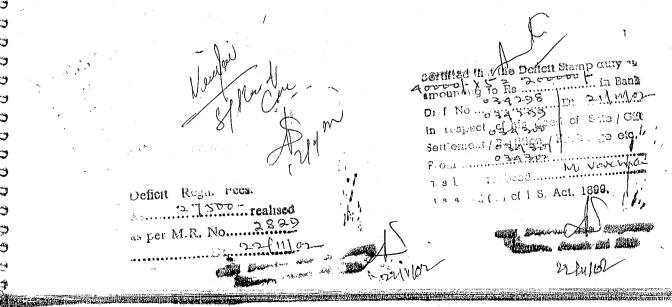
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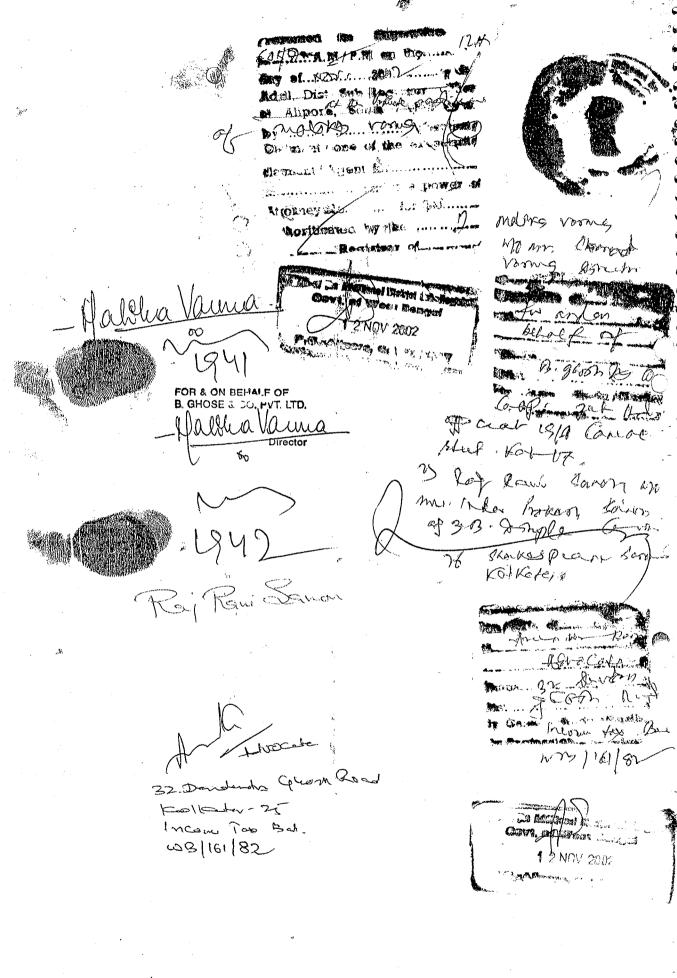
THIS AGREEMENT FOR SALE made this the 12 In November 2002.

BETWEEN SMT. RAJ RANI SANON, wife of Mr.Inder Prakash Sanon, by occupation Housewife, now residing at 3B, Dimple Court,

26,Shakespeare Sarani,Kolkata, permanent r/o D-867, New

Friends Colony,New Delhi 110065, hereinafter called and referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her





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heirs, executors, administrators, representative and assigns) of the FIRST PART.

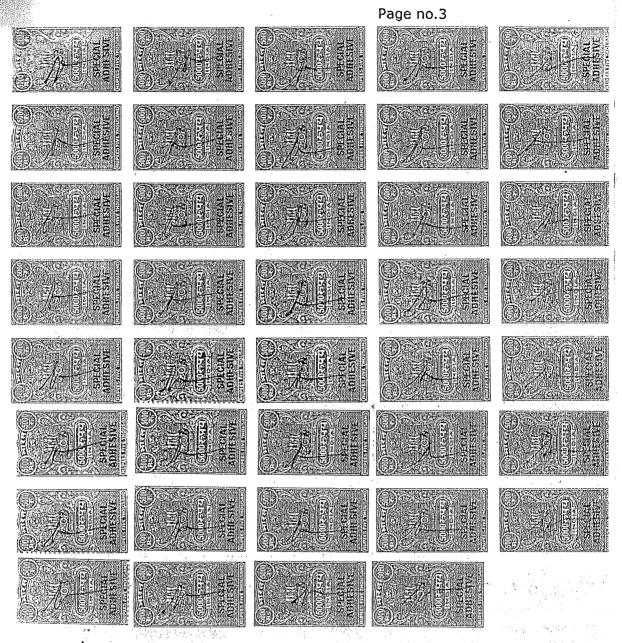
AND

M/S. B.GHOSE & CO PVT LTD, a registered company having its registered office at 19/1, Camac Street, Kolkata 700 017, represented by its Directors Mrs. Malika Varma, wife of Mr. Sharad Varma,

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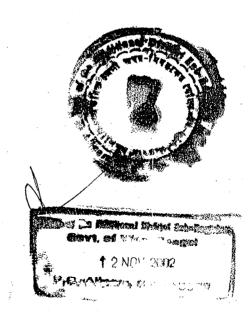
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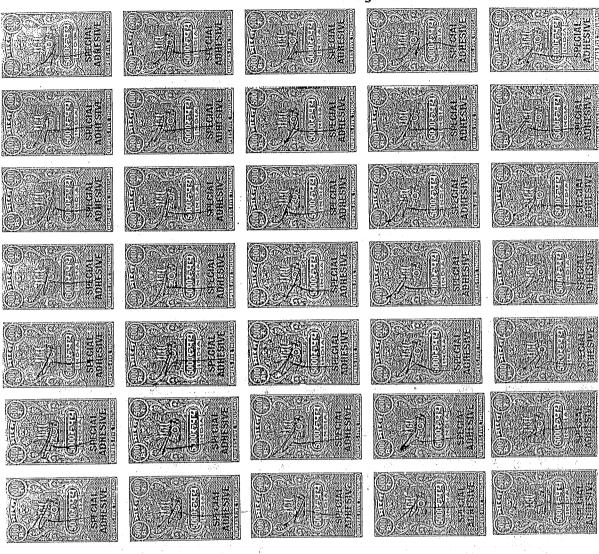
hereinafter called and referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be STAMP OFFIXED IN deemed to mean and include its

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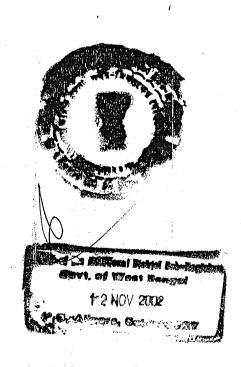


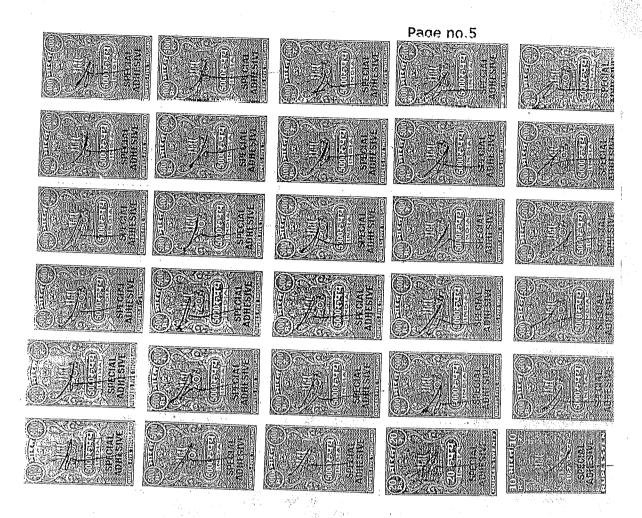
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heirs, executors, representatives, successor and/or successor-in-interest and assigns) of the SECOND PART.

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WHEREAS at all material times one Hindustan Co-operative Insurance Society Ltd was the absolute owner and possessor in respect of land measuring about 4 Bighas 11 cottahs in Shahpur by way of purchase from the then owner seneral Electric Co.Ltd by virtue of a registered Deed of Sale for the year 1939 at District Sub-Registrar of Assurances.

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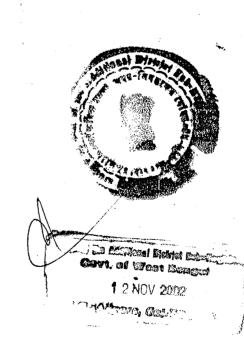
Alipore vide Book/1, volume no.81, page 202 to 205, Deed No.3534 and measuring about 24 bighas 19 cottahs 5 chittaks and 17 sft.In Shahpur from Commissioner for the port of Calcutta by virtue of a registered Deed of Sale for the year 1940 at District sub-Registrar of Assurance, Alipore vide Book/1 volume no.13 page 189 to 194 being no.563 and also measuring about 578 Bighas 9 cottahs 5 chittaks 14 sft. In Shahpur from Commissioner for the port of Calcutta by virtue of a registered Deed of Sale for the year 1942 at D.S.R.A.Alipore vide Book-1, volume No.30, pages 129 to 136 Deed No.708.

AND WHEREAS out of the said piece and parcel of land a plot of land measuring about 30 bighas 2 cottahs was acquired by the Govt of Bengal under the Provisions of the Land Acquisition Act being act no.1 of 1894 by a declaration No.2068 L.A. dated 20.2.1942 published in the Calcutta Gazette of the 26th day of Febraury 1942.

AND WHEREAS while seized and possessed the aforesaid landed property by virtue of a registered Ded of Sale on 13.8.1956 said Society sold, conveyed and transferred a plot of land measuring about

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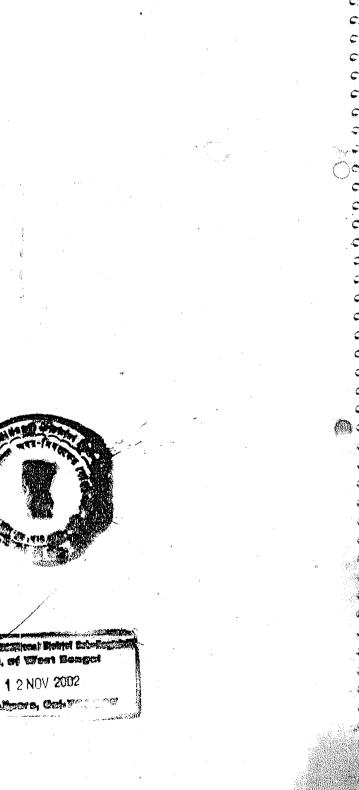
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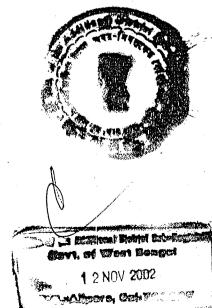
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24.94 cottahs being Scheme Plot No.76 of Block-E of the said New Alipore land scheme being premises No.23A/76 Diamond Harbour Road in favour of one Sri Pramatha Nath Talukdar and the said deed was duly registered in the office of Registrar of Assurance of Calcutta recorded in Book –1, volume no.106, Being no.3930 pages 117 to 122 for the year 1956.

AND WHEREAS while seized and possessed the aforesaid purchased plot of land, by virtue of a registered Deed of Sale on 17.3.1961 said Pramatha Nath Talukdar sold, conveyed and transferred of his plot of land measuring about 24.94 cotahas ie the said premises in favour of one Sri Nundlall Jalan. Jhabarmull Jalan, Inderchand Jalan and Mannalal Jalan of 10, Canning Street, Calcutta, all sons of Gajadhar Jalan and the said deed was duly registered in the office of Sub-Registrar at Alipore recorded in Book-1, volume No.47 pages 97 to 104 Being No.1270 for the year 1961.

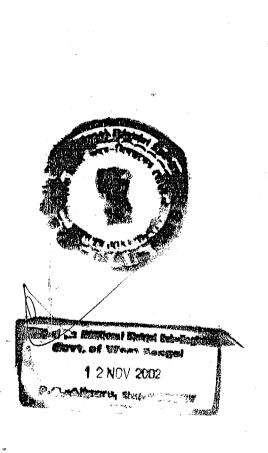




Page no.8

AND WHEREAS while seized and possessed the aforesaid land by virtune of a registered Deed of Sale on 10.5.1961 said Nundlall Jalan and Jhabarmull Jalan.Indercand Jalan and Mannallal Jalan jointly sold,conveyed and transferred a portion of their aforesaid purchased land measuring about 11 cottahs being plot no.76 in favour of one Smt.Raj Rani Sanon, the vendor of this Agreement and the said deed was duly registered in the office of sub-registrar at Alipore Sadar recorded in Block-1 volume No.53 pages 283 to 291 deed no.3962 for the year 1961.

AND WHEREAS after abovenoted purchase, the vendor of this
Agreement, in respect of the said property, got her name mutated in
the records of calcutta Municipal Corporation and the said property had
been assessed within premises No.76E New Alipore, Kolkata 700053,
being assessee No.11-081-25-0029-6 and thereafter the vendor of this
Agreement constructed a two storied building over her aforesaid
purchased land at her own cost and since then the vendor herein has
been seizing and possessing the said building without any
claim, demand, encumbrances whatsoever by paying all rents, taxes to
the appropriate authorities.



Page no.9

AND WHEREAS the purchaser are the tenent of the 1^{st} floor of the said premises since over 25 years as per nominal monthly rent.

AND WHERAS being the sole and absolute owner and possessor, the vendor herein agreed to sell her aforesaid land measuring about 11 cottahs together with two storied building having tenants and on coming to know the same the purchaser (the tenant of the first floor of the said two storied building since 1972) herein agreed to purchase the entire land with two storied building thereon on as it where is basis with the ground floor tenanted morefully decribed in the schedule \ below and the property being found free from all encumbrances, attachments and other claims and demands at or for the price of Rs.95,00,000/-(rupees ninety five lacs) only subject to the terms and conditions as follows:

WHEREAS

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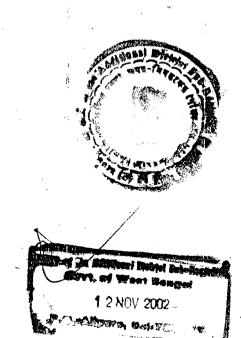
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By an agreement dated 10th December 2001 made between the Vendors and the Purchaser, the vendors have agreed to sell and the Purchaser has agreed to Purchase the said premises for a

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consideration of Rs.95,00,000/- (rupees ninety five lacs only) free from all encumbrances, liens, lispendens, attachment, trust, acquisition or requisition of any nature whatsoever subject to the terms and conditions therein contained (hereinafter referred to as 'the said Agreement").

02.

The appropriate authority, income tax department, Calcutta, has issued No Objection Certificate bearing no.AA/Cal/2276/Dec/'01 dated 19/06/2002 for transfer of the said premises by the vendors to the purchaser for the said consideration of Rs.95,00,000/-.

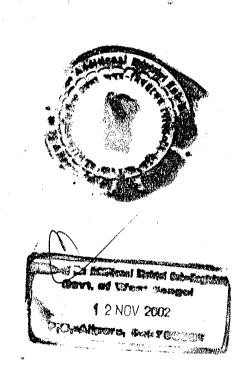
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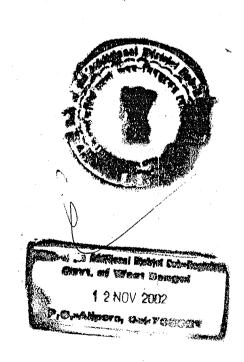
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At the request of the Purchaser the Vendors have agreed to execute Indenture of conveyance in favour of the purchaser in respect of the said premises being these presents. All costs relating to the stamp papers, stamp duties and conveyance charges will be borne by the purchaser.



NOW THIS INDENTURE WITNESSETH that in pursurance of the said Agreement dated 10th December 2001and in consideration of the sum of Rs.95,00,00/- (rupees ninety five lacs only) paid by the purchaser to the vendors on or before the execution of these presents (the receipt whereof the vendors do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof do hereby acquit, release, exonerate and discharge the aid premises as well as the purchaser) the vendors do hereby grant, sell, convey, transfer assign and assure unto the purchaser ALL THAT two storied brickbuilt messuage or dwelling house together with the the piece or parcel of land situate lying at and being premsies no.76,E Block, New Alipore, Calcutta, now numbered as Presmises No.28, Shibnath Sastri Sarani, Calcutta and the assessee number under Kolkata Municipal Corporation is 11-081-25-029-6 measuring 11 Cottahs be the same a little more, more particularly described in the schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red (hereinafter referred to as "the same Premises")

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page no.12

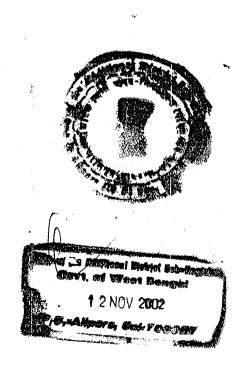
(3 (3) together with sturctures, yards, garden,

trees, fences, ditches, ways, sewers, drains, water courses, fixtures, liberties, privileges, easements and appurtenances whatsoever thereunto belonging or held or occupied therewith And all the estates, right, title, interest, claim and demands whatsoever of the vendors, in, to, upon or in respect of the said premises and every part thereof together with remainder or remainders, rents, issues and profits thereof and all deeds, writtings and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or the custody of the vendors or any person or persons from whom the vendors may procure the same without any action either at law or in equity TO HAVE AND HOLD the said premises unto and to the use of the purchaser absolutely and for ever free from all encumbrances, liens, lispendens, attchment, acquisition, requisition or trust of any nature whatsoever.

II. The vendors do hereby convenant with the Purchaser as follows:(a)

That notwithstanding any act deed, matter or thing whatsoever by the vendors done or omitted or executed or knowingly suffered to the

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contrary, the vendors have good right, full power and absolute authority to grant transfer, convey, assign and assure the said premsies hereby expessed or intended so to be in the purchaser in the manner aforesaid.

(b)

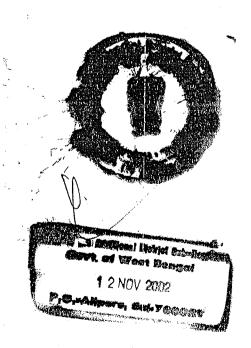
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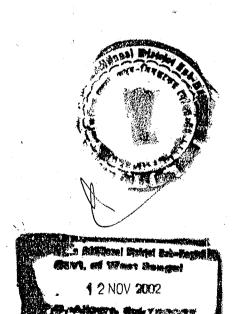
that the purchaser shall and may at all times hereafter peaceably and equitably possess and enjoy the said premises hereby conveyed and transferred and receive the rents, issues and profits thereof without any lawful eviction or interruption claim or demand whatsoever from or by the vendors or any person or persons having or lawfully and equitably claiming from under or in trust for the vendors and free from all encumbrances, lispendens, attachment, acquisitions, requisitions, trust and liabilities of any nature whatsoever, made or suffered by the vendors or any person or persons having lawfully or equitably claiming as aforesaid.



SCHEDULE OF PROPERTY

ALL THAT PIECE AND PARCEL OF HOMESTED LAND MEASURING MORE OR LESS 11 (ELEVEN) COTTAHS BEING PLOT NO.76 , BLOCK E, OF THE NEW ALIPORE DEVELOPMENT SCHEME NO. XV FORMERLY OF THE HINDUSTHN CO-OPERATIVE INSURANCE SOCIETY LTD AND NOW OF THE LIFE INSURANCE CORPORATION OF INDIA, TOGETHER WITH TWO STORIED BUILDING STANDING THEREON MEASURING SUPER BUILT UP AREA 4230 SQ. FT. ON THE GROUND FLOOR AND 4230 SQ.FT.ON THE FIRST FLOOR CONSISTING OF (ON GROUND FLOOR) 4 BED ROOMS WITH ATTACHED TOILETS, LIVING, DINING, KITCHEN, PANTRY STORES, VERANDHAS, COVERED CAR PARKING GARAGE, (MEZZANINE FLOOR) AS SERVANT QUARTERS HAVING A COVERED AREA OF 645 SQ.FT.(FIRST FLOOR CONSISTING OF 6 BED ROOMS WITH LIVING, DINING, KITCHEN, PANTRY, STORE, VERANDHAS, TOTAL CONSTRUCTED AREA INCLUDING STAIRCASE MUMTYS IS APPROXIMATELY 9450 SFT. OF THE SAID BUILDING ON AS IS WHERE IS BASIS LYING AND SITUATED AT PREMISES NO. 23A/76 DIAMOND HARBDOUR ROAD, AT PRESENT PREMISES NO.76E, NEW ALIPORE, P.S. NEW ALIPORE, KOL. 700 053 WITHIN THE LIMITS OF





THE CALCUTTA MUNICIPAL CORPORATION WARD NO.81 IN THE DIST. SOUTH 24 PARGANAS TOGETHER WITH ALL EASEMENT RIGHT, TIGLE INTEREST AND POSSESSION OF THE VENDOR IN THE SAID PROPERTY...

THE PROPERTY IS BOUNDED ON AS FOLLOWS:

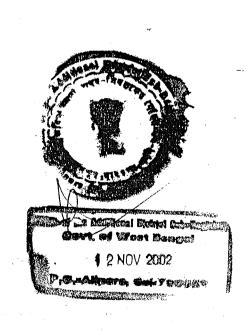
ON THE NORTH - BY 40' WIDE ROAD

ON THE SOUTH - BY 60' WIDE ROAD

ON THE EAST * BY REMAINING PORTION OF PLOT NO.76/E

ON THE WEST - BY PLOT NO. 77/E BLOCK

Ray Raw Savan



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SCHEDULE OF PAYMENT

AMOUNT PAID TO MRS. RAJ RANI SENON AS UNDER:

DATE	CHEQUE NO	NAME OF BANK	AMOUNT
01.11.2002	DD NO.993002	STANDARD CHARTERED	RS.10,00,000
18.03.2002	378896	VIJAYA BANK N.S.ROAD BR	RS.50,00,000
01.10.2002	00468	HONGKONG & SHANGHAI BANKING CORPN	RS.20,00,000
11.11.2002	E08800	Presidents Modernal Bomb	

TOTAL

RS.95,00,000

VED PRAKACH SANON Ry Raw Savan

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32 Debadra Gloch Row

Collect-Ze.



IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written

SIGNED AND DELIVERED by the

Withinnamed Vendors at Kolkata in

The presence of ;

V.P. SANON

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Signature of Vender

FOR & ON BEHALF OF

Signature of Purchaser

WITNESS

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