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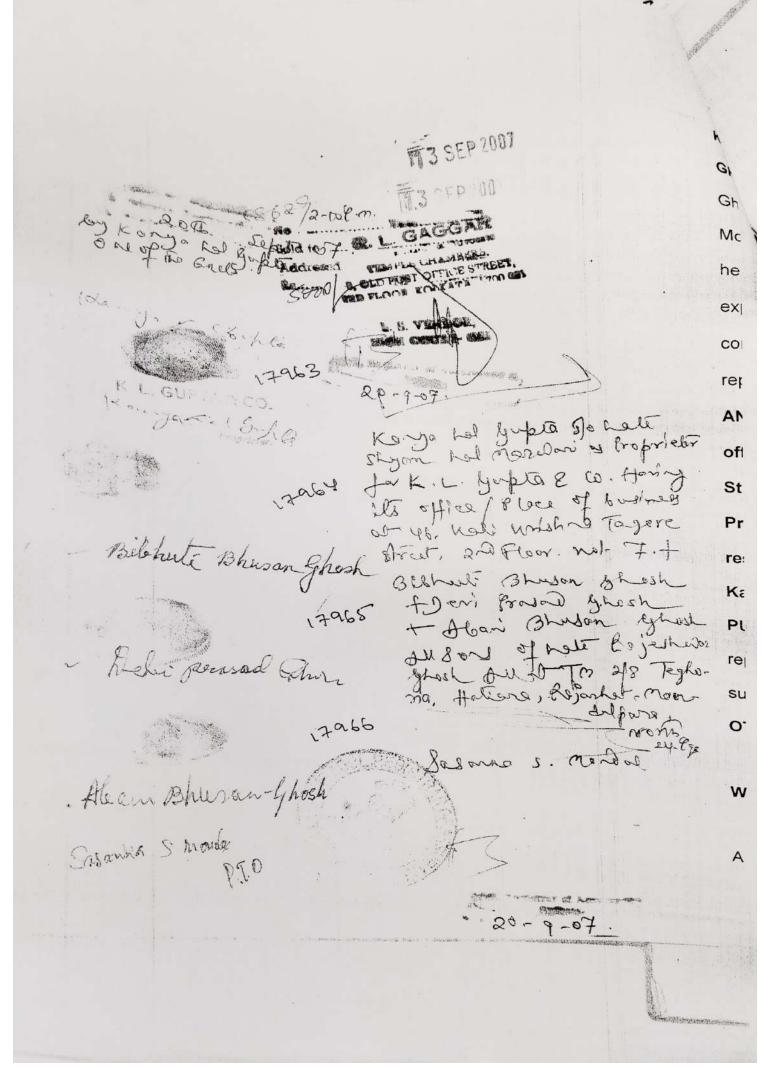
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THIS INDENTURE OF CONVEYANCE made this the 27 day of 28 day of 28

4-95106-9-0-25-9-197-



KUMAR GHOSH (8) BIJON KUMAR GHOSH (9) RANJIT KUMAR GHOSH (10) APURBA KUMAR GHOSH all sons of Late Jamani Kanto Ghosh all residing at No. TM-2/8, Teghoria, P.O. Hatiara, P.S. Rajarhat, Mondal Para, in the Dist. Of 24 Parganas North. Kolkata 700 059 hereinafter collectively referred to as the VENDORS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives executors administrators and assigns) of the ONE PART AND K. L. GUPTA & COMPANY a proprietorship concern having its office and/or place of business at No. 46, Kali Krishna Tagore Street, 2nd floor, Kolkata 700 007 and represented by its sole Proprietor MR. KANYA LAL GUPTA son of Late Shyam Lal Marwari residing at No. P/323, C. I. T. Road, Scheme -VIM, 1st floor Kankurgachi, Kolkata 700 054 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 its successor and/or successors in office/interest and assigns) of the OTHER PART:

WHEREAS

A Swarnmayee Dassi (nee Ghosh) (since deceased) wife of Rajeshwar Ghosh (since deceased) during her life time was a Rayati Dakhalikar of ALL THAT the pieces and parcels of Sali lands containing an area

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of 25 Sataks comprised in C. S. Dag No. 174 and R. S. Dag No. 163 and ALL THAT the piece of parcels of Danga Lands measuring 30 Sataks comprised in C. S. Dag No. 172 and R. S. Dag No. 162 both in Mouza Teghoria J. L. No. 9 under Police Station Rajarhat in the District of 24 Parganas North hereinafter referred to as the SAID ENTIRE LAND.

- B By a Deed of Gift dated 26th December 1967 duly registered at the office of Sub-Registrar Cossipore Dum Dum in Book No. I Volume No. 148 Pages 40 to 50 Being No. 1096 for the year 1967 the said Smt. Swarnmayee Dassi (nee Ghosh) for the natural love and affection towards her sons gifted transferred conveyed the entirety of the said Entire Land unto and in favour of her four sons namely (1) Jamani Kanto Ghosh (since deceased) (2) Bibhuti Bhusan Ghosh (3) Devi Prosad Ghosh and (4) Abani Bhusan Ghosh absolutely and forever free from all encumbrances charges etc.
- C In pursuance of the said Deed of Gift the said (1) Jamani Kanto Ghosh (since deceased) (2) Bibhuti Bhusan Ghosh (3) Devi Prosad Ghosh (4) Abani Bhusan Ghosh became joint Owners of the said entire Land each one of them having equal undivided 1/4th share or interest therein.

D The said Jamani Kanto Ghosh also died intestate leaving him surviving his seven sons namely (1) SUNIL KUMAR GHOSH (2) NALINI KANTA GHOSH (3) MUKUL KUMAR GHOSH (4) SHYAMAL KUMAR GHOSH (5) BIJON KUMAR GHOSH (6) RANJIT KUMAR GHOSH and (7) APURBA KUMAR GHOSH as his only heirs and/or legal representatives under the provisions of Hindu Succession Act 1956 and as such they became a joint owners of the undivided 1/4th share or interest of the said Jamani Kanta Ghosh and is one of them being entitled to undivided 1/28th share or interest into or upon the said entire land.

E In the events as are recited hereinbefore the following persons became entitled to the following shares into or upon the said lands comprised in the following R.S. Dag No. and Khatian No. as follows:-

Khatian No.	Dag No.	Area of Land	Owner		
29 Kri	163	1 Decimal	Apurba Kr. Ghosh		
31 Kri	163	6 Decimal	Abani Bhusan Ghosh		
349 Kri	163	1 Decimal	Mukul Kr. Ghosh		
363 Kri	163	1 Decimal	Ranjit Kr. Ghosh		
195 Kri	163	6 Decimal	Devi Prosad Ghosh		
210 Kri	163	1 Decimal	Nalini Kanto Ghosh		
292 Kri	163	1 Decimal	Bijan Kr. Ghosh		
299 Kri	163	6 Decimal	Bibhuti Bhusan Ghosh		
425 Kri	163	1 Decimal	Shymal Kr. Ghosh		
494 Kri	494 Kri 163		Sunil Kr. Ghosh		

D The said Jamani Kanto Ghosh also died intestate leaving him surviving his seven sons namely (1) SUNIL KUMAR GHOSH (2)

NALINI KANTA GHOSH (3) MUKUL KUMAR GHOSH (4)

SHYAMAL KUMAR GHOSH (5) BIJON KUMAR GHOSH (6)

RANJIT KUMAR GHOSH and (7) APURBA KUMAR GHOSH as his only heirs and/or legal representatives under the provisions of Hindu Succession Act 1956 and as such they became a joint owners of the undivided 1/4th share or interest of the said Jamani Kanta Ghosh and is one of them being entitled to undivided 1/28th share or interest into or upon the said entire land.

E In the events as are recited hereinbefore the following persons became entitled to the following shares into or upon the said lands comprised in the following R.S. Dag No. and Khatian No. as follows:-

Khatian No.	Dag No.	Area of Land	Owner
29 Kri	163	1 Decimal	Apurba Kr. Ghosh
31 Kri	163	6 Decimal	Abani Bhusan Ghosh
349 Kri	163	1 Decimal	Mukul Kr. Ghosh
363 Kri	163	1 Decimal	Ranjit Kr. Ghosh
195 Kri	163	6 Decimal	Devi Prosad Ghosh
210 Kri	163	1 Decimal	Nalini Kanto Ghosh
292 Kri	163	1 Decimal	Bijan Kr. Ghosh
299 Kri	163	6 Decimal	Bibhuti Bhusan Ghosh
425 Kri	163	1 Decimal	Shymal Kr. Ghosh
494 Kri	163	1 Decimal	Sunil Kr. Ghosh

AND

	Dag No.	Area of Land	Owner
Khatian No.	162	1 Decimal	Apurba Kr. Ghosh
29 Kri	162	8 Decimal	Abani Bhusan Ghosh
31 Kri	162	1 Decimal	Mukul Kr. Ghosh
349 Kri	162	1 Decimal	Ranjit Kr. Ghosh
363 KII		8 Decimal	Devi Prosad Ghosh
195 Kri	162	1 Decimal	Nalini Kanto Ghosh
210 Kri	162	1 Decimal	Bijan Kr. Ghosh
292 Kri	162	7 Decimal	Bibhuti Bhusan Ghosh
299 Kri	162	1 Decimal	Shymal Kr. Ghosh
425 Kri	425 1(1)		Sunil Kr. Ghosh
494 Kri	162	1 Decimal	

- F The Vendors have remained in exclusive possession of the said entire Land for the last more than 25 years without any obstruction or claim of any other person and are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the same, free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever.
- has agreed to purchase and acquire FIRSTLY ALL THAT the pieces and parcel of Sali Land containing an area of 25 Sataks (equivalent to 15 Cottahs 2 Chittacks 0 Sq.ft.) (be the same a little more or less) comprised in C. S. Dag No. 174 and R. S. Dag No. 163 SECONDLY ALL THAT the divided and demarcated piece and parcels of Danga land containing an area of 9 Chittacks 03 Sq.ft. (be the same a little more or less) out of the total land comprised in C. S. Dag No. 172 and R.S. Dag No. 162 (both aggregating to 15 Cottahs 11 Chittacks 03 Sq.ft.) both situate in

Mouza Teghoria Touzi No. 191 J.L. No. 9 P.S. Rajarhat District North 24 Parganas L. R. Khatian No. Kri 299, 195, 31, 29, 349, 210, 363, 494, 425, and 292 and hereinafter collectively referred to as the SAID LAND (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter referred to as the said LAND) at and for a consideration of Rs.86,46,104/- (Rupees Eighty six lakhs forty six thousand one hundred and four only) and subject to the terms and conditions hereinafter appearing.

- H At or before the execution of this Indenture the Vendors and each one of them respectively have represented to the Purchaser as follows:
 - i) THAT the Vendors alone are the absolute and joint owners of the said Land.
 - ii) THAT the said Land are free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever.
 - iii) THAT the Vendors have a marketable title in respect of the said Land.

THE RESERVE OF THE PARTY OF THE

- iv) THAT the said Lands have been recorded and/or mutated in the name of the Vendors and in the records of the concerned authorities.
- v) THAT the said lands are recorded as "Sali" lands.
- vi) THAT there is no bargardar or bhagchassi into or upon the said Lands.
- vii) THAT all municipal rates taxes and other outgoings including khazana payable in respect of the said Lands has been paid and/or shall be paid by the Vendors upto the date of execution of this Indenture.
- viii) THAT there is no legal bar or impediment on the part of the Vendors from selling and/or transferring the said Lands.
- ix) THAT the said Lands are not subject to any notice of acquisition and/or requisition.
- x) THAT the Vendors have not entered into any agreement for sale transfer and/or lease nor has created any interest

of any third party into or upon the said Lands or any part or portion thereof.

- xi) THAT the Vendors are in khas possession of the entirety of the said Lands.
- xii) THAT no person has any right of easement or any other right whatsoever or howsoever in respect of the said lands.
- Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the said Lands and/or the entirety of the right title interest of the Vendors and each one of them into or upon said Lands free from all encumbrances charges liens or lispendense whatsoever at the consideration and on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows.

THAT in pursuance of the said agreement and in further consideration of a sum of Rs.86,46,104/- (Rupees Eighty six lacs forty six thousand one hundred and four) only of the

The side of Manual accordance with the state of the state

lawful money of the Union of India well and truly paid by the Purchaser to the Vendors and each one of them at or before the execution of these presents (the receipt whereof the Vendors and each one of them respectively do 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 do hereby acquit release and discharge the Purchaser and the said Lands hereby intended to be sold transferred and conveyed) and the Vendors and each one of them respectively hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser FIRSTLY ALL THAT the pieces and parcel of Sali Land containing an area of 25 Sataks (equivalent to 15 Cottahs 2 Chittacks 0 Sq.ft.) (be the same a little more or less) comprised in C. S. Dag No. 174 and R. S. Dag No. 163 SECONDLY ALL THAT the divided and demarcated piece and parcels of Danga land containing an area of 09 Chittacks 03 Sq.ft. (be the same a little more or less) out of the total land comprised in C. S. Dag No. 172 and R.S. Dag No. 162 (both aggregating to 15 Cottahs 11 Chittacks 03 Sq.ft.) both situate in Mouza Teghoria, Touzi No. 191 J.L. No. 9 P.S. Rajarhat District North 24 Parganas L. R. Khatian No. Kri 299, 195, 31, 29, 349, 210, 363, 494, 425, and 292 (situation whereof respectively has been shown and delineated in the map or plan annexed hereto and bordered in RED colour thereon and more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter collectively referred to as the said LAND) OR HOWSOEVER OTHERWISE the said LANDS 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 all benefits and advantages of ancient and other lights other rights of easements whatsoever or howsoever thereto or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said LANDS and every part or portion 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 Vendors into or upon and in respect of the said LANDS or any and every part thereof herein comprised and hereby sold granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which are anyways exclusively relates to or concerns the said LANDS or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said LANDS 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 licenses liabilities trust attachments acquisitions requisitions prohibitions restrictions easements and lispendenses whatsoever.

- Purchaser that the Vendors is the absolute and lawful owner of the said LANDS and every part thereof and entitled to the said lands comprised therein and forming part thereof free from all encumbrances charges and liabilities of whatsoever nature.
- that it 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 the reason whereof the said

Lands 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 Vendors may or can be prevented from granting selling conveying assigning and assuring the said Lands or any part thereof in the manner as aforesaid.

- the Vendors done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently entitled to and absolutely seized and possessed of and or entitled to the said lands 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.
- V) AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendors now has in itself good right full and absolute power and authority to grant sell convey transfer assure and assign the said Lands hereby granted sold conveyed transferred and assured or expressed

so to be unto and to the use of the Purchaser in the manner as aforesaid and on the terms and conditions as aforesaid AND THAT the Vendors have duly made over symbolic possession of the said LANDS to the Purchaser herein and the Purchaser has received and accepted the same without raising any dispute, demand or claim whatsoever against the Vendors in respect of the nature and/or structures standing on the land comprised in the said property or the said undivided share or otherwise 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 same and receive and take all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust for any of its predecessors in title or any one of them AND THAT the Purchaser shall be freed and cleared and freely and clearly released and exonerated acquitted and absolutely discharged or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and lispendense whatsoever suffered or made or liabilities created in respect of the said Lands by the Vendors or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or its predecessors in title or any of them as aforesaid or otherwise.

- VI) AND THAT all rates taxes and other impositions and/or outgoings including khazana and revenue payable in respect of the said Lands upto the date of execution of these presents as and when assessed by the authorities concerned and shall be payable by the Vendors and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchaser.
- VII) AND THAT the Vendors never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said property or any part or portion thereof has not been affected or vested under the Urban Land Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT no notice, which is or may be subsisting has been served on the Vendors for the acquisition of the said Lands or any part

thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendors have no knowledge of issue of any of such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said property / premises or any part thereof AND THAT no suit and/or proceeding is pending in any Court of law affecting the said property and / or the said Lands or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or revenue Authority AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said Lands or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said LANDS and every part thereof unto and to the use the Purchaser as shall or may be reasonably required.

VIII) AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto that the Purchaser as the

Constituted Attorney and/or Authorised Representative of the Vendors is hereby authorised and shall be entitled to :

i) To apply for mutation of its name.

and the control of th

- ii) To have the soil tested and/or the said Lands surveyed.
- iii) to apply for and obtain permission for conversion of the user of the said Lands.
- iv) To prepare or cause to be prepared a map or plan and submit the same for sanction to the authorities concerned for construction of a new building and/or buildings.
- v) To apply for and obtain all necessary permissions approvals consents and/or sanctions as may be necessary and/or required for construction erection and completion of the said new building and/or buildings.
- vi) To sign and execute all plans, applications, declarations, affidavits as may be required by various authorities from time to time for obtaining the sanction of the map or plan from the authorities concerned and also for the purpose of undertaking the development of the said Lands.
- vii) To do all acts deeds matters and things and to sign and execute all deeds documents instruments plans

applications and papers as may be necessary and/or required for undertaking development of the said Lands

THE SCHEDULE ABOVE REFERRED TO

FIRSTLY ALL THAT the pieces and parcel of Sali Land containing an area of 25 Sataks (equivalent to 15 Cottahs 2 Chittacks 0 Sq.ft.) (be the same a little more or less) comprised in C. S. Dag No. 174 and R. S. Dag No. 163 SECONDLY ALL THAT the divided and demarcated piece and parcels of Danga land containing an area of 09 Chittacks 03 Sq.ft. (be the same a little more or less) out of the total land comprised in C. S. Dag No. 172 and R.S. Dag No. 162 (both aggregating to 15 Cottahs 11 Chittacks 03 Sq.ft.) both situate in Mouza Teghoria Touzi No. 191 J.L. No. 9 P.S. Rajarhat District North 24 Parganas L. R. Khatian No. Kri 299, 195, 31, 29, 349, 210, 363, 494, 425, and 292 under ward No. 7 and the within the limits of Rajarhat Gopalpur Municipality and butted and bounded as follows:-

ON THE NORTH:

By R.S. Dag No. 166

ON THE SOUTH:

Partly by R.S.Dag No. 219 and

partly R.S. Dag No. 162

ON THE EAST:

By R. S. Dag No. 218

ON THE WEST:

By R.S. Dag No. 164

(situation whereof respectively has been shown and delineated in the map or plan annexed hereto and bordered in RED colour thereon)

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

above written

Bibhuli Bheson ghosh

SIGNED AND DELIVERED

BY THE VENDORS At Kolkata

in the presence of

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Aske Comor Namar.

34/5/A·N·G·Read

Bruge Bridge - 700137

Sasanka S Maudal

J-M-218 Tegharia Road al-99

Alsani Bhusan Ghosh Swiel Kumarz Ghosh Naline Kanta Ghosh Maken Kumar Ghosh

Shyamel Kum Ghoh.
Bejar Kumans Glass.

Rough lann chih.

SIGNED AND DELIVERED BY THE

6.00 parionis 70000.

PURCHASER At Kolkata

in the presence of:

K. L. GUPTA & CO.

Lenge K. S. flis

Proprietor.

RECEIVED of and from the withinnamed PURCHASER the within mentioned sum of Rs.86,46,104/- (Rupees Eighty six lacs Forty six thousand one hundred and four only) being the entirety of the Consideration amount payable under these Presents as per memo below:

Rs.86,46,104.00

MEMO OF CONSIDRATION

B.Draft/ Cash	Bank/Br.	Date	Amount	Total Amount
007217 007216 007235 Cash	C.B.I. Posta Br.	29.08.07 06.09.07 20.09.07	9,00,000,00 9,00,000,00 3,00,000,00 61,527.00	21,61,527.00
007219 007220 007237 Cash	C.B.I. Posta Br.	29.08.07 06.09.07 20.09.07	9,00,000 00 9,00,000 00 3,00,000 00 61,527.00	21,61,527.00 Helir, prime
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Ranjit Kr. Ghosh	007208 Cash	-do-	25.08.07 20.09.07	2,70,000.00 38,789.00	3,08,789.00
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Apurba Kr. Ghosh	449219 007209	-do-	12.08.07 25.08.07		
	Cash		20.09.07		
				Total Rs.	86,46,104.00

(Rupees Eighty six lacs forty six thousand one hundred and four only)

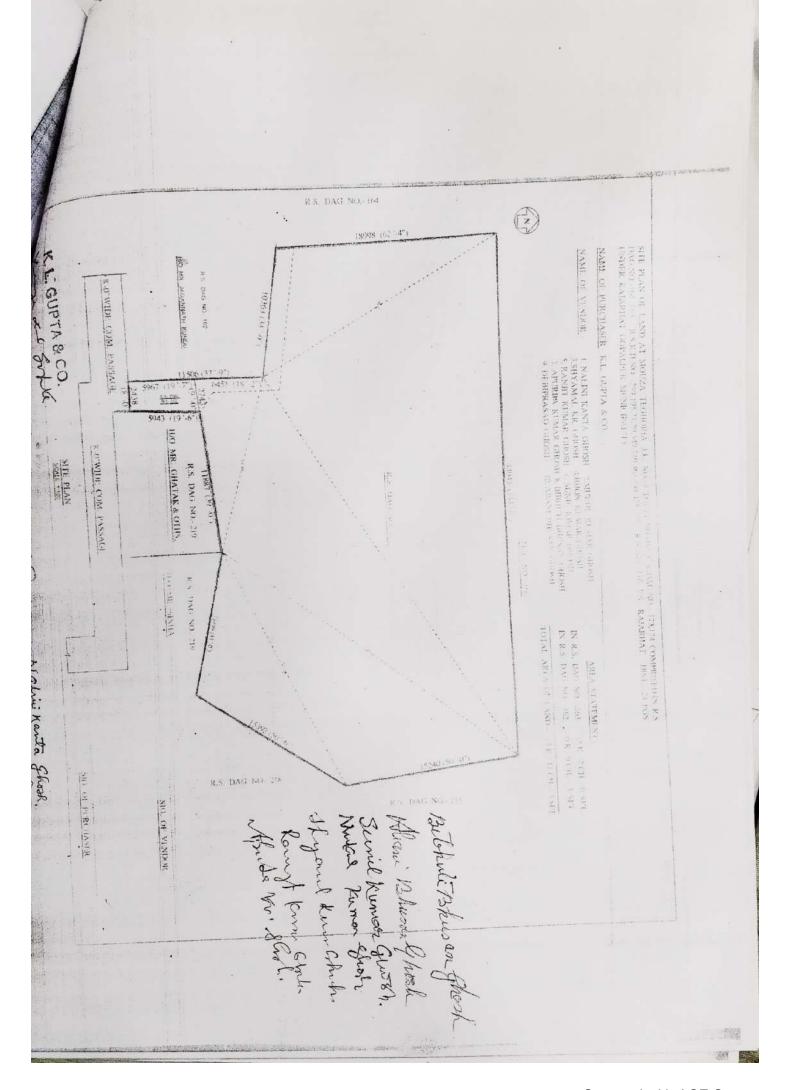
WITNESSES

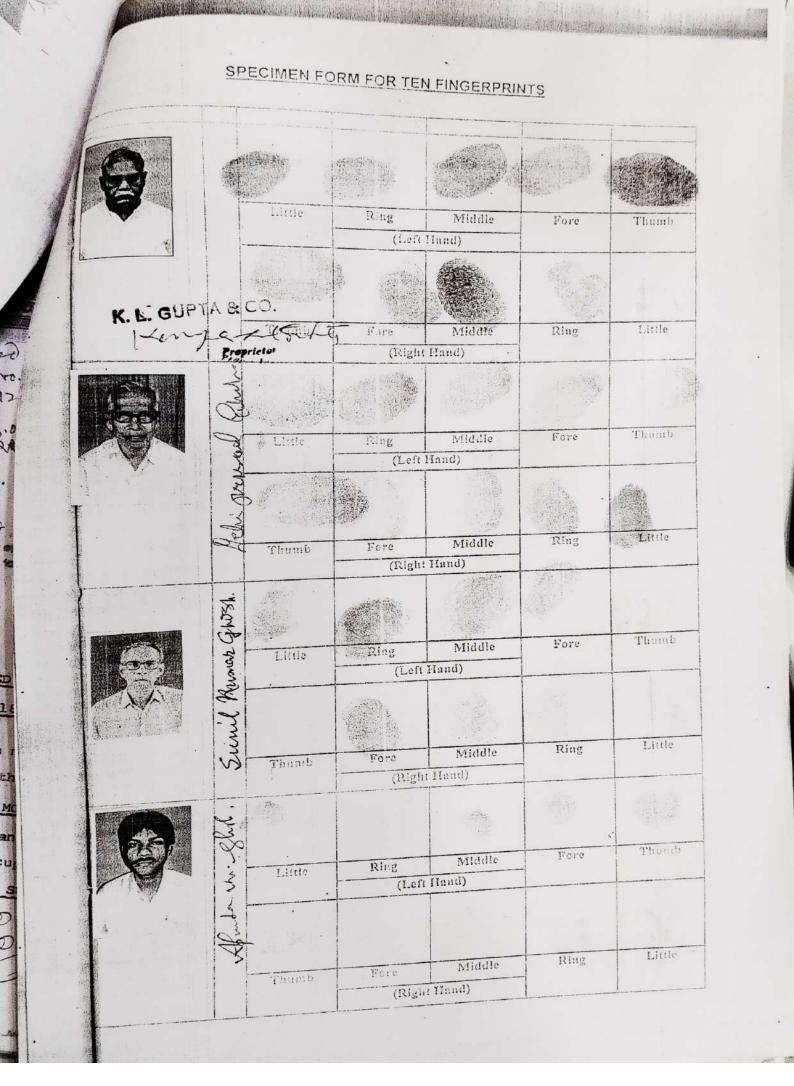
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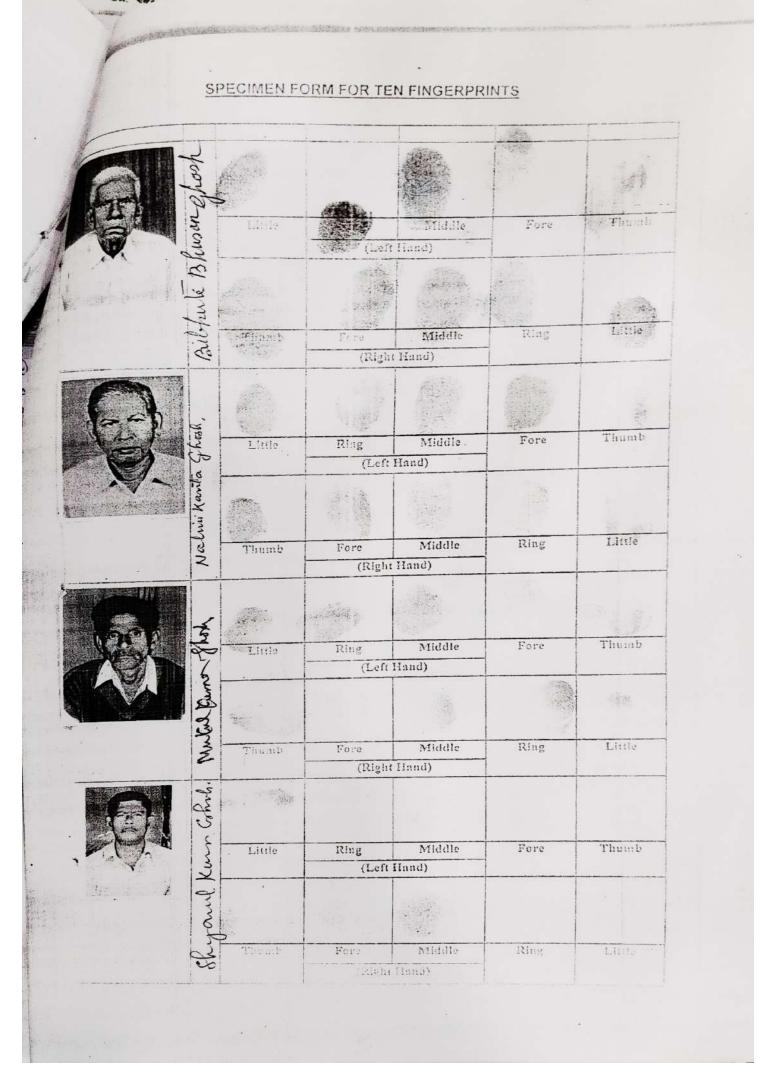
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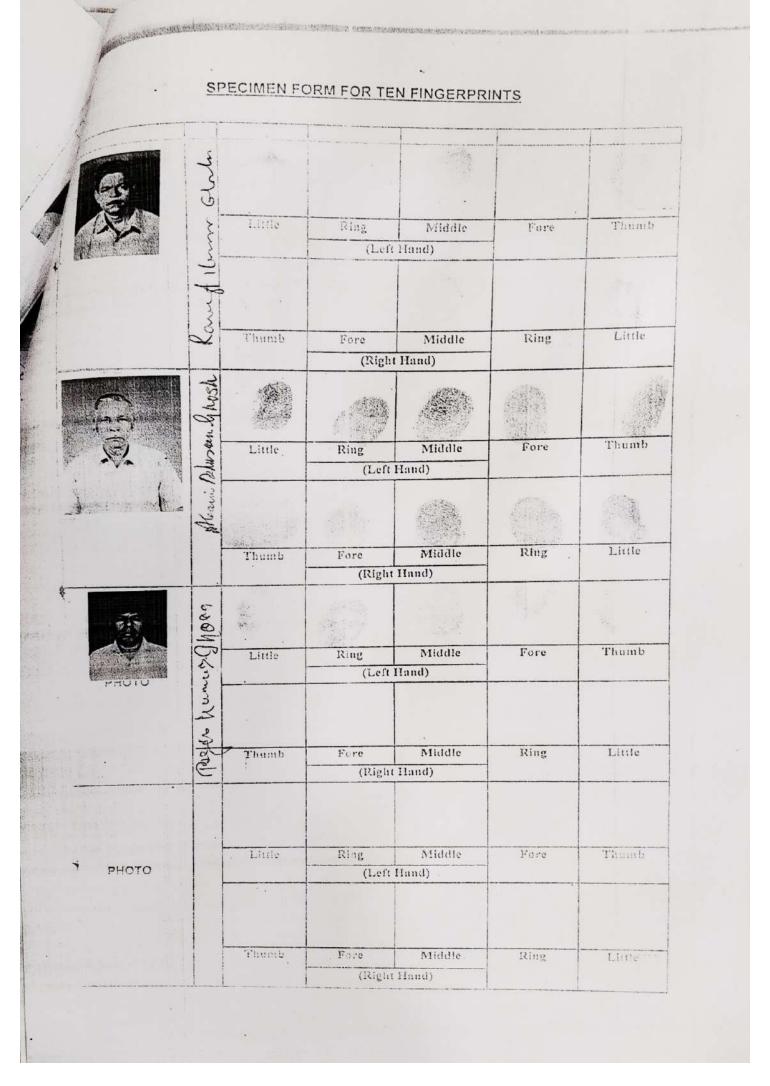
R. L. GAGGAR

SOLICITOR & ADVOCATE
HIGH COURT, CALCUTTA









DATED THIS THE 2 DAY OF September 200

BETWEEN

BIBHUTI BHUSAN GHOSH & ORS.

VENDORS

AND

K. L. GUPTA & COMPANY

PURCHASER

=-1-08

CONVEYANCE

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