

(3) 1923

I 1204



7/2/98  
9/2/98

452275  
16109

STAMP AFFIXED BY  
STAMP SUPERINTENDENT  
CALCUTTA COLLECTORATE

D. S. D. No. 16109 - paid  
vide D. S. No. 056330 &  
056331 dt. 7.4.98

10  
13.375

D. S. No.  
9.4.98

D. A 25527

11-26109  
12-81  
13-17  
14-17  
15-17  
16-17  
17-17  
18-17  
19-17  
20-17  
21-17  
22-17  
23-17  
24-17  
25-17  
26-17  
27-17  
28-17  
29-17  
30-17  
31-17  
32-17  
33-17  
34-17  
35-17  
36-17  
37-17  
38-17  
39-17  
40-17  
41-17  
42-17  
43-17  
44-17  
45-17  
46-17  
47-17  
48-17  
49-17  
50-17  
51-17  
52-17  
53-17  
54-17  
55-17  
56-17  
57-17  
58-17  
59-17  
60-17  
61-17  
62-17  
63-17  
64-17  
65-17  
66-17  
67-17  
68-17  
69-17  
70-17  
71-17  
72-17  
73-17  
74-17  
75-17  
76-17  
77-17  
78-17  
79-17  
80-17  
81-17  
82-17  
83-17  
84-17  
85-17  
86-17  
87-17  
88-17  
89-17  
90-17  
91-17  
92-17  
93-17  
94-17  
95-17  
96-17  
97-17  
98-17  
99-17  
100-17

7/2/98  
9/2/98

7/18

THIS INDENTURE made this 7<sup>th</sup> of March One Thousand Nine Hundred and Ninetyeight BETWEEN MS. RITA BOSE daughter of Late Bimal Krishna Bose since deceased by faith Hindu by occupation Service residing at No.207B, Park Street, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include her heirs executors administrators and legal representatives) of the ONE PART AND M/S PARK HOUSING CORPORATION a registered partnership firm having its office at 4, Ho-Chi-Minh Sarani, Calcutta-700 071 and represented by it Managing partner Karan Singh Binayak and hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its present partners and their successor or successors-in-office and assigns) of the OTHER PART.

Rita Bose

8-30  
March 1978  
Karam Singh Bhangra

*[Handwritten signature]*

Karam Singh

*[Handwritten signature]*



V.B. T-4  
225

Karam Singh Bhangra as  
partner of Park Insurance Corporation  
his office at 4, 5 - Chinnik  
inani, Cal-71

Karam Singh



226

d/d Rita Bose

2/10 dt. Bimal Krishna Bose  
of 207 B, Park Street, Cal-71

Rita Bose

Bimal Krishna Bose



*[Handwritten signature]*

Indrani Joseph  
w/o Jacob Solomon Joseph  
207 B, Park Street  
Cal-71  
Teacher

Indrani Joseph  
w/o Jacob Solomon Joseph  
207 B Park Street  
Calcutta 700 017

Teacher

*[Handwritten signature]*

WHEREAS by Bengali Kobala dated 6th Pous 1372 B.S. corresponding to 24th December 1965 and registered in Book No.1 Volume No.62 pages 133 to 138 being No.2844 for the year 1965 with Sub Registration office Sealdah Musst Ayesha Khatoon sold transferred conveyed assigned and assured in equal proportion All That the piece or parcel of land with existing structures standing thereon and containing an area of 5 cottahs more or less and forming a portion of Premises No.39,39/1A & 39/1B Darga Road now known as 39 & 39/1B, Darga Road P.S. Benlapukur (formerly numbered as 39, Darga Road, Calcutta) more fully and particularly mentioned and described in the schedule thereunder written an to and in favour of Malati Madhab Bose, Bimal Krishna Bose Birendra Krishna Bose and Sm. Manashi Bose at or for the consideration mentioned therein.

AND WHEREAS in the circumstances aforesaid the said Bimal Krishna Bose (since deceased) became the Owner of an undivided piece of land measuring 1.25 cottahs more or less in the aforesaid premises.

AND WHEREAS the said Bimal Krishna Bose died on or about 31st March, 1987 leaving a Will dated 21st January, 1987.

AND WHEREAS in his aforesaid last Will and Testament dated 21st January, 1987 the said Bimal Krishna Bose since deceased gave devised and bequeathed amongst other properties his undivided share in the said premises measuring 1.25 cottahs more or less to the Vendor herein.

AND WHEREAS the probate to the said Will and Testament of Bimal Krishna Bose since deceased was granted on 12 July, 1989 by High Court, Calcutta.

AND WHEREAS in the circumstances aforesaid the Vendor herein became the absolute Owner of an undivided piece or parcel of land measuring 1.25 cottahs more or less in the said premises.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase All That the undivided portion of the said premises No.39,39/1A & 39/1B, Darga Road, Calcutta more fully and particularly mentioned and described in the first schedule hereunder written at or for the total consideration of Rs.2,20,000/= (Rupees Two lacs twenty thousand only) free from all encumbrances attachment liens and lispendens whatsoever save and except the monthly tenants as mentioned in the second schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.2,20,000/- (Rupees Two lacs twenty thousand only) being the total consideration money 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 and of and from the same and every part thereof acquit release and for ever discharge the purchaser and the said property), she the Vendor doth hereby grant convey transfer assign and assure unto the purchaser All That the undivided portion of premises No.39,39/1A and 39/1B,Darga Road (formerly No.39,Darga Road) containing an area of 1 cottahs and 4 chittacks more or less with very old dilapidated brick built building and structures standing thereon and more fully and particularly mentioned and described in the first schedule hereunder written and delineated in the map or plan annexed herewith and thereon bordered "RED" or HOWSOEVER OTHERWISE the said messuage tenement land hereditament and premises or any part thereof now is or are or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished together with all and singular houses edifices buildings walls water courses and all manner or condition or other rights lights liberties privileges easement advantages and appurtenances whatsoever to the said messuage tenement land hereditament and premises belonging to or otherwise appertaining thereto or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL the estate right title interest property claim and demand whatsoever both at law and in equity of the Vendor in to upon or in respect of the said messuage tenement land hereditament and premises and every part thereof and also all deeds patias muniments and evidences of title whatsoever relating to or concerning the same or any part thereof which now are or hereafter shall or may be in the custody power or possession of the Vendor or any person or persons from whom the Vendor can procure the same without any action or suit TO HAVE AND TO HOLD the said messuage tenement land hereditament and premises and inheritance thereof in fee simple free from all encumbrances attachment liens and lispendens whatsoever save and except the existing tenancies in favour of the monthly tenants and more fully described in the second schedule herein the said messuage tenement land hereditament and premises hereby conveyed and transferred or expressed or intending so to be TOGETHER WITH the appurtenances thereunto belonging unto and to the use of the Purchaser absolutely and for ever and the Vendor doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act deed matter or thing by the Vendor done or executed or knowingly suffered to the contrary she the Vendor is lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuage tenement land hereditament and premises hereby granted conveyed or expressed or intended so to be and every

part thereof to protect an indefeasible estate of inheritance without any manner condition or trust or other thing whatsoever to alter defect encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid she the Vendor has good right full power and absolute authority to convey and grant the said messuage tenement land hereditament and premises hereby granted or expressed so to be unto the use of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said messuage tenement land hereditament and 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 through under or in trust for the Vendor AND THAT she the Vendor and all persons having or lawfully claiming any estate or interest in the said messuage tenement land hereditament and premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said messuage tenement land hereditament and premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required PROVIDED FURTHER that the Vendor doth hereby indemnify and keep the purchaser fully indemnified against any loss or damage which the Purchaser may suffer due to any defect in the title of the Vendor or her Predecessors-in-title.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the undivided portion of premises No.39,39/1A and 39/1B,Darga Road (formerly No.39,Darga Road) Calcutta containing an area of 1 cottahs and 4 <sup>100 58. A.T.</sup> chittacks more or less with very old dilapidated brick built ~~building~~ and structures <sup>P.S. Beniapukur</sup> standing thereon and compraeed in holding No.311 (old Holding Nos.67,58 and 61) Ward No.58 Registration Office Sealdah District 24-Parganas (North/South) and butted and bounded as follows :-

ON THE NORTH by 37/1,38/C, and 38/1/1,Darga Road

ON THE EAST by Darga Road

ON THE SOUTH by 40,Darga Road

And delineated in the Red border in the map or plan annexed herewith.

THE SECOND SCHEDULE ABOVE REFERRED TO

LIST OF TENANTS

<u>NAME</u>	<u>RENT PER MONTH</u>
-------------	-----------------------

- |               |  |
|---------------|--|
| 1. Md. Hanif  |  |
| 2. Md. Sohrab |  |

IN WITNESS WHEREOF the Vendor has executed these presents on the day month and year first above written.

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

*Rita Bose*

- Sudhan Joshi  
207B Park Street  
Calcutta 700017*
- Sachin Chanda  
102. P. D. Khanna Rd.  
Cal - 700021.*

For Park Housing Corporation  
*Karan Singh*  
 Partner.  
 (KARAN SINGH BINAYAK  
 Partner)

Drafted by me  
 An. Datta, Advocate  
 City Civil Court  
 Calcutta

RECEIVED of and from the withinnamed  
Purchaser the withinmentioned sum of  
Rs.2,20,000/- being the total consideration  
money as per memo belows :

Rs.2,20,000/- (Rupees Two  
Lacs twenty thousand) only.

MEMO OF CONSIDERATION

By Cash R.B.I. Notes - Rs.2,000/-  
100 x 2200

Rita Bera

witness: \_\_\_\_\_

1. S. D. Chandra Joseph

2. Likhari Chanda

174  
DATED THIS 7th DAY OF MARCH, 1998.

SM. RITA BOSE

AND

M/S PARK HOUSING CORPORATION

CONVEYANCE

P.S DE  
Solicitor & Advocate  
6, Old Post Office Street,  
Calcutta- 700 001.