

F 1708



Handwritten notes: 7/3/98, 8/13/98

STAMP AFFIXED BY
6/3/98
STAMP SUPERINTENDENT
BALOUTTA COLLECTORATE

451272
16109

D. S. D. Rs. 16100/- paid
with D. D. No. 592189
Dt. 7-11-98

D. M. M.
9.4.98

Handwritten notes in Bengali script, including dates and names.

Handwritten notes and signatures in Bengali script.

D. A 25524

THIS INDENTURE made this 7th of March One Thousand Nine Hundred and Ninetyeight BETWEEN (1)MS. PROTIMA BOSE widow of Birendra Krishna Bose since deceased by faith Hindu by occupation Housewife residing at No.209,Park Street, Calcutta-700 017 (2)GOUTAM KUMAR BOSE son of Late Birendra Krishna Bose since deceased by faith Hindu by occupation Business residing at No.209,Park Street, Calcutta-700 017 (3)SM. INDRANI JOSEPH daughter of Late Birendra Krishna Bose since deceased by faith Hindu by occupation Housewife residing at 209,Park Street, Calcutta-700 017 hereinafter collectively referred to as the "VENDORS" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their

8/30/75
March 1975

Karam Singh Binayak



Karam Singh Binayak
Karam Singh Binayak

[Handwritten signature]

Karam Singh Binayak, as
partner of M/S Park Housing
Cooperation of India Pvt. Ltd.,
110, Chhatrapati Shivaji, Col-71

Pratima Bose
10/4, Biranda W. Bose
Gouram W. Bose
10/4, Biranda W. Bose



Indrani Joseph
10/4, Biranda W. Bose
207 B, Park Street,
Col-17

Business & H. Mises.

Karam Singh

Pratima Bose

Gouram Kumar Bose

Indrani Joseph

[Handwritten signature]

Rita Bose
10/4, Biranda W. Bose
207 B, Park Street,
Col-17

[Handwritten signature]

Rita Bose
d/o Late Kunal K Bose
207 B Park Street
Calcutta-17

[Handwritten signature]

respective 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 its Managing partner Sri 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.

WHEREAS by Bengali Khabala dated 8th 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 Saaldah 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. Beniapukur (formerly numbered as 39,Darga Road, Calcutta) more fully and particularly mentioned and described in the schedule thereunder written unto 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 the said Birendra Krishna Bose became the owner of an undivided 1/4th share in the said premises comprising a piece or parcel of land measuring 1.25 cottahs more or less.

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

AND WHEREAS the Vendors 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

vendors on or before the execution of these presents (the receipt whereof the Vendors do and each of them 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) they the Vendors do and each of them 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 are or is 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 Vendors in to upon or in respect of the said messuage tenement land hereditament and premises and every part thereof and also all deeds pattas 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 Vendors or any person or persons from whom the Vendors 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 dispendens 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 intended so to be TOGETHER WITH the appurtenances thereunto belonging unto and to the use of the Purchaser absolutely and for ever and the Vendors do and each of them doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act deed matter or thing by the Vendors done or executed or knowingly suffered to the contrary they the Vendors are 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 defeat encumber

or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid they the Vendors have good right full power and absolute authority to convey and grant the said message 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 message 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 Vendors or any person or persons lawfully or equitably claiming through under or in trust for the Vendors AND THAT they the Vendors and all persons having or lawfully claiming any estate or interest in the said message tenement land hereditament and premises or any part thereof from 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 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 message 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 Vendors do and each of them 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 Vendors or their 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 chittacks more or less with very old dilapidated brick built ^(100 sq. ft.) ~~building~~ ^{R.T.} and structures standing thereon and comprised in holding No.311 (old Holding Nos.67,58 and 61) Ward No.58 Registration Office ^{P.S. Beninipur} 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 ON THE WEST by Tal Bagan Lane

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

THE SECOND SCHEDULE ABOVE REFERRED TO

LIST OF TENANTS

NAME _____ RENT PER MONTH

1. Md. Hanif

2. Md. Sohrab

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

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

1. Rishi Bose
207 B Park Street
Calcutta - 17
2. Srihari Chandra
102. R. B. Mahananda
Cal - 700520.

Protima Bose
Goutam Bose
Indranil Bose

For Park Housing Co-Op
Karmadil
Partner.
Pancher

D verified by me
A. K. 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/=

MEMO OF CONSIDERATION

By Cash R. B. I. Notes. Rs. 2,20,000/-
100 x 2200

Witnesses: _____

1. Rita Bore
207 B Park Street
Calcutta - 17

2. Richard Chand

Protima Bose

Ganbar Kumar Das.
Lalman Joseph

DATED THIS 7th DAY OF MARCH, 1998.

PROTIMA BOSE & ORS.

AND

M/S PARK HOUSING CORPORATION

CONVEYANCE

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

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