



(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partner or partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business and their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**

**A N D**

*RCM No - AUX P 30904J*  
**PRAYASH MERCHANTS PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor Block "E", 9/12, Lal Bazar, Kolkata - 700 001, hereinafter 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 successor or successors-in-interest and assigns) of the **OTHER PART**.

**WHEREAS:**

- A. By an Indenture of Conveyance dated the 4<sup>th</sup> day of April, 1987 made between Abdul Hafiz, Mst. Asma Khatoon, Arif Kalam, Yeasmin Begum, Najma Begum, Md. Aslam and Munni Begum therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the



District Sub-Registrar, Alipore in Book No. 1, Volume No. 119, pages 1-14, Being No. 5239 for the year 1987, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendors herein **ALL THAT** the piece and parcel of land containing an area of 3 Cottahs 8 Chittaks be the same a little more or less together with old dilapidated brick build structure standing thereon situate lying at and being a portion of the Premises Nos. 39 & 39/1B, Darga Road, Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

B. By another Indenture of Conveyance dated the 21<sup>st</sup> day of April, 1987 made between Abdul Halim therein referred to as the Vendor of the One Part the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 110, Pages 400 - 413, Being No. 5776 for the year 1987, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor therein **ALL THAT** the piece and parcel of land containing an area of 3 Cottahs 8 Chittaks be the same a little more or less with brick build structures standing thereon situate lying at and being a portion of the Premises No. 39 & 39/1B, Darga Road,

Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

- C. By another Indenture of Conveyance dated the 9<sup>th</sup> day of July, 1987 made between Abdul Hamid, Noor Jahan Begum alias Husna therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 229, Pages 273 - 285, Being No. 11095 for the year 1987, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein **ALL THAT** the piece and parcel of the land containing an area of 3 Cottahs 8 Chittaks be the same a little more or less lying situate and being the portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

- D. By another Indenture of Conveyance dated the 9<sup>th</sup> day of July, 1987 made between Abdul Alim therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 229, Pages 286 - 299, Being No. 11096 for the



years 1987, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein **ALL THAT** the piece and parcel of land containing an area of 3 Cottahs 8 Chittaks be the same a little more or less together with a brick structures standing thereon situate lying at and being a portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

E. By another Indenture of Conveyance dated the 14<sup>th</sup> day of August, 1987 made between Zakia Moslem therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 266, Pages 294 - 306, Being No. 13062 for the year 1987, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein **ALL THAT** the piece and parcel of land containing an area of 2 Cottahs be the same a little more or less together with brick build structure standing thereon situate lying and being a portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

F. By another Indenture of Conveyance dated the 4<sup>th</sup> day of September, 1987 made between Zobeda Khatoon therein referred to as the Vendor of the One Part and Vendor herein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 276, Pages 385 - 399, Being No. 13638 for the year 1987, the said Vendor therein for the consideration mentioned unto and in favour of the Vendor herein **ALL THAT** piece and parcel of land containing an area of 1 Cottah 12 Chittaks be the same a little more or less together with brick built structures standing thereon situate lying at and being a portion of the Premises Nos. 39 & 39/1B, Darga Road, Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

G. By another Indenture of Conveyance dated the 2<sup>nd</sup> day of October, 1997 made between Dilip Kumar Bose, Pradip Kumar Bose, Sudip Kumar Bose, Subir Kumar Bose, Ajoy Roy and Sanjoy Roy therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar-III, Alipore in Book No. 1, Volume No. 57, Pages 379 - 392, Being No. 4208 for the year 1997, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured



unto and in favour of the Vendor herein **ALL THAT** the piece and parcel of land containing an area of 2 Cottahs 8 Chittaks be the same a little more or less together with old dilapidated brick built structure standing thereon situate lying at and being a portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

- H. By another Indenture of Conveyance dated the 7<sup>th</sup> day of March, 1998 made between Ms. Rita Bose therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar-III, Alipore in Book No. 1, Volume No. 72, Pages 197 - 204, Being N o. 1204 for the year 1998, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein **ALL THAT** the piece and parcel of land containing an area of 1 Cottah 4 Chittaks be the same a little more or less together with old dilapidated brick build structure standing thereon situate lying at and being a portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata 700 017 more fully and particularly described in the Schedule thereunder written.

I. By another Indenture of Conveyance dated the 7<sup>th</sup> day of March, 1998 made between Ms. Manashi Bose therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar-III, Alipore in Book No. 1, Volume No. 72, Pages 205 - 212, Being No. 1205 for the year 1998, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein ALL THAT the piece and parcel of land containing an area of 1 Cottah 4 Chittaks be the same a little more or less together with old dilapidated brick build structure standing thereon situate lying at and being a portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata - 700 017 more fully and particularly described in the Schedule thereunder written.

J. By another Indenture of Conveyance dated the 7<sup>th</sup> day of March, 1998 made between Smt. Rita Bose, Sm. Bijoya Bose, Sm. Tapasi Pai, Sm. Debjani Bose, Rajdeep Nyss, Rohit Nyss, Sm. Paromita Nyss and Noel L. Nyss therein jointly referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar-III, Alipore in Book No. 1, Volume No. 72, Pages 213 - 220, Being No. 1206 for the year 1998, the said Vendors therein for the consideration



mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein ALL THAT the piece and parcel of land containing an area of 1 Cottah 4 Chittaks be the same a little more or less together with old dilapidated brick build structure standing thereon situate lying at and being the undivided portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata - 700 017 more fully and particularly described in the Schedule thereunder written.

- K. By another Indenture of Conveyance dated the 7<sup>th</sup> day of March, 1998 made between Smt. Manashi Bose, therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar-III, Alipore in Book No. 1, Volume No. 72, Pages 221 - 228, Being No. 1207 for the year 1998, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein ALL THAT a piece and parcel of land containing an area of 1 Cottah 4 Chittaks be the same a little more or less together with old dipalidated brick build structure standing thereon situate lying at and being the undivided portion of the Premises No. 39 & 39/1B, Darga

Road, Kolkata - 700 017 more fully and particularly described in the Schedule thereunder written.

- L. By another Indenture of Conveyance dated the 7<sup>th</sup> day of March, 1998 made between Ms. Promita Bose, Gautam Kumar Bose, Smt. Indrani Joseph therein jointly referred to as the Vendors of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar-III, Alipore in Book No. 1, Volume No. 72, Pages 229 - 236, Being No. 1208 for the year 1998, the said Vendors therein of the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein ALL THAT a piece and parcel of land containing an area of 1 Cottah 4 Chittaks be the same a little more or less together with old dilapidated brick build structure standing thereon situate lying at and being a portion of the Premises No. 39 & 39/1B, Darga Road, Kolkata - 700 017 more fully and particularly described in the Schedule thereunder written.

- M. By another Indenture of Conveyance dated the 7<sup>th</sup> of March, 1998 made between Ms. Promita Bose therein referred to as the Vendor of the One Part and the Vendor herein therein referred to as the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar-III, Alipore in Book



No. 1, Volume No. 72, Pages 237 - 244, Being No. 1209 for the year 1998, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein ALL THAT the piece and parcel of land containing an area of 1 Cottah 4 Chittaks be the same a little more or less together with old dilapidated brick build structure standing thereon situate lying at and being the undivided portion of the Premises No. 39, 39/1A, and 39/1B Darga Road, Kolkata - 700 017 more fully and particularly described in the Schedule thereunder written.

N. Thus the Vendor herein became the absolute Owner of ALL THAT the piece and parcel of land containing an area of 27 Cottahs 12 Chittaks be the same a little more or less together with old dilapidated brick build R.T. structure standing thereon situate lying at and being the undivided portion of the Premises No. 39, 39/1A & 39/1B, Darga Road, Kolkata - 700 017 free from all encumbrances, charges, liens, lispendents, attachments, acquisition, requisitions of whatsoever nature (hereinafter referred to as the said entire property).

O. The Vendor has let out the said entire property to various tenants who are now paying a very low rent and therefore the

said property could not be maintained by the Vendor properly and thus has become dilapidated by passage of time.

P. The Vendor has got a plan duly sanctioned by the Calcutta Municipal Corporation having sanction no. 2003070143 dated 31.03.2004 for construction of a new building on All That the piece and parcel of land containing an area of 26 Cottahs 21 Chittacks 21 Sq. ft. be the same a little more or less situate lying at and being the Premises No. 39, Darga Road, Kolkata - 700 017.

Q. The Vendor has since applied for a modification of the said sanctioned plan with the Kolkata Municipal Corporation which is now pending.

R. Out of the said entire property the Vendor has agreed to sell and the Purchaser has agreed to purchase All That the piece and parcel of land containing an area of 26 Cottahs 4 Chittacks 21 Sq. ft. be the same a little more or less together with old dilapidated brick build R.T. structures standing thereon situate lying at and being the Premises No. 39, Darga Road, Kolkata - 700 017, more fully and particularly described in the schedule hereunder written hereinafter referred to as the said property. Free from all encumbrances, charges, liens, lispendens, attachments, acquisitions,



requisitions and trusts of whatsoever nature (more fully and particularly described in the **Schedule** hereunder written) at and for the consideration of a sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lac only) (hereunder referred to as the said property).

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lac only) of the lawful money of the Union Bank of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser and the said property), the Vendor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser All That the piece and parcel of land containing an area of 26 Cottahs 4 Chittaks 21 sq. ft. together with structures standing thereon situate lying at the being Premises No. 39, Darga Road, Kolkata - 700 017, more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the "**Said Property**") **OR HOWSOEVER OTHERWISE** the said property

or any part or portion thereof now is or are or heretofore was or were situated, tenanted, butted, bounded, called, known numbered, described or distinguished Together with all sewers, water, watercourses, structures, constructions, lights, liberties, privileges, easements and appurtenances whatsoever to the said property belonging or anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate right, title, interest, claim and demand whatsoever of the Vendor Together with all deeds or pattahs and muniments of title whatsoever exclusively relating to or concerning the said property or any part thereof which now are or hereafter shall or may be in the possession or power or control of the Vendor or any other person or persons from whom he may procure the same without any action or suit **TO HAVE AND TO HOLD** said property hereby granted or expressed so to be unto and to the use of the Purchaser absolutely and forever And the Vendor hereby for itself, its successor, successors-in-interest and assign covenant with the Purchaser that notwithstanding any act, deed or thing by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully and absolutely entitled to the said property hereby granted, conveyed, transferred and confirmed or expressed so to be and every part thereof without any manner of condition use trust or other thing whatsoever to alter,

MY  
D.I.  
K. S. S.  
S. S. S.  
S. S. S.



defeat, encumber or make void the same and that notwithstanding any such act, deed or thing whatsoever as aforesaid the Vendor has good right, full and absolute power and authority to grant, convey, transfer and confirm the said property hereby granted, conveyed, transferred and confirmed or expressed so to be unto and to 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 receive the rents, profits and issues thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming and that free from all encumbrances whatsoever made or suffered by the Vendor or any of his ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid And further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for the Vendor or from or under any of his ancestors and / or predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do, execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every thereof unto and to the

use of the Purchaser in the manner aforesaid as shall or may be reasonably required. *The plan annexed herewith with RED Borders Marked.*

**THE SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** the piece and parcel of land containing an area of 26 Cottahs 4 Chittaks 21 sq. ft. together with very old dilapidated brick build R.T. structures standing thereon containing a total build up area of 100 Mtrs. more or less situate lying at and being Premises No. 39, Darga Road, Kolkata - 700 017, P.S. Beniapukur, Addl. Dist. Sub-Registry Office Sealdah, Ward No. 58 of Kolkata Municipal Corporation in the town Kolkata - 700 017 butted and bounded in the manner as follows that is to say:-

**ON THE NORTH** : By 39/1B, 38/C & 37/1M DARGA ROAD

**ON THE SOUTH** : By 40, DARGA ROAD

**ON THE EAST** : By DARGA ROAD

**ON THE WEST** : By TAL BAGAN LANE



IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

By the said **VENDOR** at Kolkata in the presence of :

- 1. Jay Singh Binayak  
4, Ho Chi Minh Sarani  
Kolkata - 700071

FOR PARK HOUSING CORPORATION

*Karansingh Binayak*  
Partner...


(KARANSINGH BINAYAK)

**SIGNATURE OF THE VENDOR**

2.

**SIGNED SEALED AND DELIVERED**

By the said **PURCHASER** at Kolkata in the presence of :

- 1.   
(SAYED HASNAIN ALI)  
40/1C, Park Avenue  
KOLKATA-700014

FOR PRATYAKSH MERCHANTS PVT. LTD

*(Signature)*

(SUNAY K. CHAN)

Director

**SIGNATURE OF THE PURCHASER**

2.

**RECEIVED** of and from the Within-named Purchaser the Within-mentioned sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lac only) being the full consideration money as per Memo below:-

**MEMO OF CONSIDERATION**

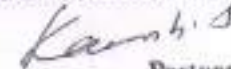
<u>DATE</u>	<u>CHEQUE NO.</u>	<u>BANK/ BRANCH</u>	<u>AMOUNT</u>
23.03.2007	714026	ABN AMRO BANK (Brabourne Rd, Kolkata)	50,00,000/-
23.03.2007	714027	ABN AMRO BANK (Brabourne Rd, Kolkata)	50,00,000/-
23.03.2007	714028	ABN AMRO BANK (Brabourne Rd, Kolkata)	<u>50,00,000/-</u>
<b>TOTAL RS.</b>			<b><u>1,50,00,000/-</u></b>

**(TOTAL RUPEES ONE CRORE FIFTY LAC ONLY )**

**WITNESSES:-**

1. 

For PARK HOUSING CORPORATION

  
Partner.  
(KARAN SINGH BINAYAK)  
**SIGNATURE OF THE VENDOR**

2. Jay Singh Binayak

00005



SITE PLAN OF P/RSO 33 DARGA ROAD

SCALE: 1:300

NOTE: PROPERTY BOUNDARIES IN COLOUR RED

NO 9 TALIBASAN LANE

4150

13500

18110

37A DARGA ROAD

P/RSO 33 DARGA ROAD

AREA OF LAND - 26K 400 - 21.571

- 1870 SQM - 1756 400M

10140

4150

38C DARGA ROAD

FOR PARK HOUSING CORPORATION

*Kambis*

14000

SIG. OF OWNER

3918

DRP PRATASH MERCHANT PVT. LTD

(SINCE 1960) Director

4150

1640 1200 1500

1550 P/RSO 33 DARGA ROAD

**SPECIMEN FORM FOR TEN FINGERPRINTS**



*Karim Singh*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*(NIMAY K.R. SHAH)*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



#####  
DATED THIS 27<sup>th</sup> DAY OF JULY 2007  
#####

BETWEEN

M/S. PARK HOUSING CORPORATION

...VENDOR

AND

PRAYASH MERCHANTS PRIVATE LIMITED

... PURCHASER

CONVEYANCE

VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES,  
6, OLD POST OFFICE STREET,  
KOLKATA - 700 001.

27 JUL 2007

No. 2124 1000  
Name Prayash Merchants Pvt. Ltd.  
Address 2nd floor, Block - E, 9/12, Lalbazar St.  
Vendor Subhan Kar Das / collector - 700.00  
Alipur Collectory  
24 Terangan (Kodak)



SUBHANKAR DAS

Stamp Vendor  
Alipur Police Const  
Kul - 27

(1) Karam Singh Binayak as Partner for Park Housing Corporation at 7 - the chinnah Soreni kal - 7 /  
(2) Vinay. kr. Shah. as Director for Prayas. Merchants Pvt Ltd. at 2nd floor, Block - E 9/12 Lalbazar. kal - 9 /

10-00  
30th  
Karam Singh Binayak

30.7.07

By Name  
By Nationality  
By Profession



Karam Singh

1171 (Karam Singh)

FOR PARK HOUSING CORPORATION

Karam Singh  
Partner



1172

For PRAYASH MERCHANT PVT. LTD.

(VINAY KR. SHAH) Director

Abdus Salam  
S/o A. Abdul Kader  
8/12 Palan Avenue  
Kal - 12  
By Name  
By Nationality  
By Profession

Abdus Salam  
S/o A. Abdul Kader

Handwritten signature or mark.





*A*  
Additional District  
Sub-Registrar Baidya  
Block 24 Parganas  
30 JUL 2007



*CS*

**Additional District  
Sub-Registrar Sealdah  
South 24 Parganas  
30 JUL 2007**



Sub-Registrar	27
Signature	<i>[Signature]</i>
Date	22-07-07
Page No.	612
Volume No.	<i>[Signature]</i>

**Additional District  
Sub-Registrar, Sealdah  
South 24 Parganas**  
*M. P. O. F.*