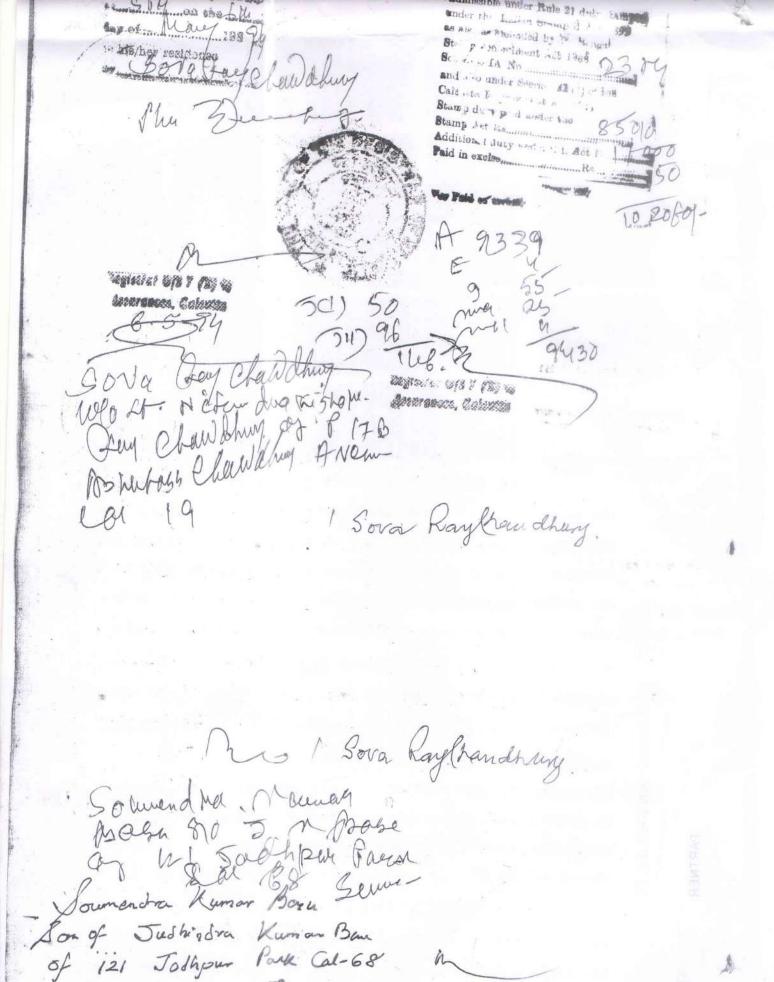


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Occupant - Service.

WHEREAS by an Indenture of Conveyance dated the 1st day of August, 1941 made between Mirza Mohammed Ispahani of the One Part and the Free School Street Property Limited, a Company incorporated under the Indian Companies Act having had its registered office in Chittagonge then in Bengal and Calcutta Office at No. 51, Ezra Street in the town of Calcutta therein described as Purchaser of the Other Part and registered in Book No. I, Volume No. 72, pages 173 to 176, Being No. 3178 for the year 1941 at the office of the District Sub-Registrar at Alipore them in 24-Parganas, the said Mirza Mohammed Ispahani for the consideration therein mentioned absolutely transferred conveyed and assigned unto the said Messrs. The Free School Street Property Limited ALL THAT piece or parcel of Revenue free land then known as Plot No.15 of Jubilee Park being a portion of Holding 155 Russa Road East thereafter known and numbered as Premises No. 119, Russa Road, South together with then one storied (now two storied) brick built building standing on the said piece and parcel of land more particularly described in the Schedule thereto written and also in the Schedule 'A' hereunder written AND WHEREAS subsequently the Municipal number of the premises was changed to Premises No. 28, Jubilee Park ;

A N D W H E R E A S while the said Messrs The Free School street Property Limited was absolutely seized and Possessed of the said property by a duly registered

FOR MANDHAN PROJECTS

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Conveyance made between them as Vendors of the One Part and Sm. Sova Roy Chaudhury the Purchaser thereto (and Vendor hereto) of the Other Part for the consideration mentioned therein sold transferred conveyed and assigned unto the V E N D O R ALL THAT the said (then) one storied brick built building messuage tenement and dwelling house together with the land thereunto belonging and on the part whereof the same is erected and built containing an area of 5 (five) Cottahs 8 (eight) Chittaks and 372 Sq.ft. be the same a little more or less situate lying at and being then changed to Municipal Premises No. 28, Jubilee Park Road, (formerly No. 119, Russa Road South) (also known as Plot No.15, Jubilee Park being Portion of Holding No.155, Russa Road East then in the District of 24 Parganas (now 24 Parganas South) more particularly mentioned and described in the Schedule given thereto as well as in the Schedule 'A' hereunder written.

as aforesaid subsequently erected and/or constructed an additional storey over and above the existing one storied building after obtaining the Plan therefor duly sanctioned by the Corporation of Calcutta being the Building Sanctioned Plan bearing No.129 DIST(T) dated 4.3.63.

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FOR MANDHAN PROJECTS
Adman Tanneau

PARTNER



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AND WHEREAS since such purchase as aforesaid the VENDOR is thus absolutely seized and possessed of and otherwise well and sufficiently entitled to the said two storied brick built messuage, tenement dwelling house, hereditaments and premises together with the land thereunto belonging and on the part whereof the said building is erected and built containing an area of 5 Cottahs 8 Chittaks and 37½ square feet situate lying at and being the Premises No.28, Jubilee Park in the District of 24 Parganas (South) (hereinafter for the sake of brevity referred to as the said premises) as and for an estate of inheritance in fee simple in possession free from all encumbrances.

AND WHEREAS the Vendor in the meantime in the later part of the year 1983 let out the Flat on the Northern portion of the built up area on the first floor of the said premises admeasuring about 602 sq.ft. comprising four bed rooms, one dining space, kitchen and bath and privy which are now and/or presently under the use and occupation of the tenant shri A.P. Banerjee who has been paying rent at the rate of Rs.1,000/- per month. The aforesaid tenanted portion is morefully and particularly described in the Schedule 'B' hereunder written.

AND WHEREAS the VENDOR has agreed to sell and the

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FOR MANDHAN PROJECTS
Robert Panneau

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PURCHASERS have agreed to purchase ALL THAT the two storied brick-built messuage tenement hereditaments and dwelling house together with the land thereunto belonging and on the part whereof the same is erected and built containing by estimation an area of 5 (five) Cottans 8(eight) chittaks and 37½ square feet be the same a little more or less situate lying at and being premises No.28, Jubilee Park in the town of Calcutta in the District of 24 Parganas (South) morefully and particularly mentioned and described in the Schedule 'A' written hereunder free from all encumbrances subject to the tenancy referred to hereinabove, in as is where is condition at and for the price of Rs.8,50,000/- (Rupees Eight lacks and fifty thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs.8,50,000/- (Rupees Eight lakhs and fifty thousand) only paid by the PURCHASERS to the VENDOR at or before the execution of these presents as per MEMO OF CONSTDERATION hereunder written (the receipt whereof the VENDOR doth hereby admit and acknowledge) and of and from the same and every part thereof acquit release and discharge the Purchasers as also the said piece and parcel of land TOGETHER WITH the two storied brick built building standing thereon partly tenanted on the Northern portion of the first floor of the said premises (intended hereby to be conveyed or every portion thereof) the VENDOR doth hereby grant

FOR MANDHAN PROJECTS

Roman PARTNER

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FOR MANDHAN PROJECTS
Raham Janneau

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convey transfer assure and assign unto the PURCHASERS ALL THAT the two storied brick built messuage tenement dwelling house hereditaments and premises TOGETHER WITH the Revenue free piece or parcel of Land thereunto belonging containing by estimation an area of 5 Cottahs 8 Chittaks and 372 Square feet a little more or less situate lying at and being Premises No. 28, Jubilee Park (formerly No. 199, Russa Road South) particularly described in the Schedule 'A' hereunder given OR HOWSOEVER OTHERWISE the said messuage tenement land hereditaments and premises now are or is or at any time heretofore were or was situate butted and bounded known numbered described or distinguished TOGETHER WITH all yards Courts areas sewers drains water, Watercourses well pillers lights liberties privileges easements whatsoever to the said messuage tenement land hereditaments and premises or any part thereof belonging to or in any wise appertaining to or usually held or enjoyed therewith and/or reputed to belong to or be appurtenant thereto AND ALL the estate, right, title and interest claim and demand whatsoever of the VENDOR unto and upon the said premises or any part thereof TOGETHERWITH all deeds pattans muniments of title relating to and concerning the said messuage tenement land hereditaments and premises or any part thereof which how is or hereafter shall or may be in possession or power of the VENDOR with its right to call for production any document or documents of title or to obtain attested or other copies or extracts of and from the same or any of them in respect of the said premises hereby conveyed or intended so to be Contd. . . 7

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PARTNER



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or any part thereof and the benefits and advantages of all covenants relating thereto TO HAVE AND TO HOLD the said messuage tenement land hereditaments and premises hereby granted or expressed so to be unto and to the use of the said PURCHASERS absolutely and for ever AND the said VENDOR doth heraby covenant with the said PURCHASERS notwithstanding any act deed or thing by the said VENDOR done or executed or knowingly, suffered to the contrary she the said VENDOR is now lawfully and wholly and absolutely entitled to and seized and possessed of the said property hereby granted sold transferred and conveyed or expressed or intended so to be and every part thereof for a perfect absolute and indefeasible estate of inheritance in fee simple as hereinbefore stated without any manner of condition use trust or other thing whatsoever to alter fefeat encumber and make void the same and the VENDOR doth hereby covenant with the PURCHASERS at notwithstanding any act deed matter or thing whatsoever done or executed or suffered to the contrary the VENDOR hath good right and full power to grant the massuage tenement land hereditaments and premises in as is where is condition hereby granted or expressed so to be unto and to the use of the said PURCHASERS in the manner aforesaid AND THAT the said PURCHASERS shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage tenement land hereditaments and premises and receive the rent issues

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and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said VENDOR or any person or persons lawfully or equitable claiming from under or in trust for her AND THAT free from all encumbrances whatsoever subject to the tenancy referred to hereinabove made or suffered by the said VENDOR or any person or persons lawfully or equitably claiming as aforesaid AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances made or created or suffered by the VENDOR or any person or persons lawfully or equitably claiming from through under or in trust for her AND FURTHER the Vendor doth hereby assure unto the Purchasers that the said property is not affected by any attachment including attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or Estate Duty Authorities or other Government Authorities under the Public Demand Recovery Act or any other acts or otherwise whatsoever and that there is no certificate case or proceedings against the Vendor for realisation of arrears of Income Tax or estate duty or other terms or dues or otherwise under the Public Demands Recovery Act and/or other Acts for the time being in force and that the said property is not effected by any notice or scheme of the Calcutta Improvement Trust or the Calcutta Municipal Corporation of the Calcutta Metropolitan Development Authority or the Govt. or any other Public Body or Authority.

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AND THAT no Declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act or any other Acts for the time being in force and that the said property or any part thereof is not affected by any notice of acquisition or requisition under the Defence of India Act or Rules thereunder or any other acts or Enactment whatsoever.

AND that there is no impediment under the provisions of the Urban Land (Ceiling and Regulation) Act 1976 for the Vendor to grant transfer convey sell assign and assure the said property in favour of the Purchasers in the manner aforesaid.

AND FURTHER that the said Vendor and all persons having lawfully or equitably claiming any estate right title interest use trust property from under or in trust for her shall and will from time to time and all times and all times hereafter upon every reasonable request and at the costs and expenses of the Purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things for further better and more perfectly assuring conveying and confirming the said property and every part thereof unto and to the use and benefit of the Contd...10

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Reham Panneau
PARTNER



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Purchasers for ever in manner aforesaid as by the said Purchasers shall or may be reasonably required.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT two storied brick built messuage tenement dwelling house hereditaments and premises TOGETHER WITH the Revenue free piece or parcel of land thereunto belonging and on the part whereof the same is erected and built containing by estimation an area of 5 (five) Cottans 8 (eight) chittaks and 372 square feet be the same a little more or less situate lying at and being premises No. 28, Jubilee Park (formerly No. 119, Russa Road South) (also known as Plot No. 15, of Jubilee Park being portion of Holding No. 115, Russa Road East, Southern of Tollygunge Municipality) Russa Dhanapur under Police Station Jadavpur (formerly under Thana Sadar Tollygunge) Sub-Registry Alipore in the District of 24 Parganas (South) contained in Taluk No. 330B of 24 Parganas Collectorate and formed out of Dag Nos. 1110 to 1115 to Khatian No. 866 and butted and bounded in the manner following that is to say -

ON THE NORTH BY: Premises No.22, Jubilee Park owned by Bishnu Charan Kar.

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PARTNER



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ON THE SOUTH BY : 18 ft. wide Municipal Corporation Road ;

ON THE EAST BY : Premises No.7, Jubilee Park owned by the Saraj Dutta.

ON THE WEST BY : 18 ft. wide Municipal Corporation Road.

THE SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT self contained Flat on the Northern portion of First floor of premises No. 28, Jubilee Park, under Police Station - Jadavpur, Calcutta - 700 033 comprising four bed rooms, one Dining space, one kitchen, one Bath with privy and open verandah measuring 602 Square feet a little more or less at present under the use and occupation of Sri A. P. Banerjee, the tenant, the portion of the tenancy is butted and bounded:-

ON THE NORTH BY: The Northern part or portion of the land in the ground floor appurtenant to the premises No. 28, Jubilee Park;

ON THE SOUTH BY : Remaining Southern part or portion of the Building ;

ON THE EAST BY: The Eastern part or portion of the land on the Ground floor appurtenant to the premises No. 28 Jubilee Park and

ON THE WEST BY: The Western part or portion of the land on the Ground floor appurtenant to the said premises No.28 Jubilee Park.

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FOR MANDHAN PROJECTS

Power Partner

FOR MANDHAN PROJECTS
Rohan Flanceau



Assurances, Calenton

IN WITNESS WHEREOF the VENDOR hath hereunto set and subscribed her hand the day month and year first above written.

Sova Ray(Landhury.

WITNESSES :-

annua Bose.

Mainak-102

P-17B, A. Shutosh Chondhung Avenue

Calenta - 700019.

(Ms. Aruna Bose)

Suril Chandretthis Road, 10, Kiran Sankar Rox Calcula-1.

Sambhu rath Satta. 94, Laja Bran rishan Ray Sarance On Lenter 9.

Souniton Bose

ADVOCATE, HIGH COURT CALCUTTA

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RECEIVED from the within mentioned PURCHASERS the within mentioned sum of Rs. 8,50,000/- (Rupees Eight Lakhs and fifty thousand) only as per -

MEMO OF CONSIDERATION

By Pay Order No. 1136/94 dt. 16.3.94
on Bank of Maharanhtma M.g. Road (W)
Branch for - Rs. 50,000/-

(Rupees eight lakhs fifty thousand only)

WITNESSES:

(Ms. Aruna Bose).

amua Bose.

Mairak-102.

P-178, Ashutosh Chondhury

Calentta. 700019.

Sund anavara Salit 10, Kiran Sankar Roy Roso, Colenta. 1

Sova Raylrandhury.

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Sambha rath Satter 94, Raja kannishan Bay Swanee Calcutta 9.



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800K No. Volume No..... Pages Lotto Being No for the year....

DATED 6th DAY OF May

BETWEEN

SM . SOVA RAY CHAUDHURY VENDOR

AND

GIRIDHAR MIMANI and

SM . BASANTI MIMANI PURCHASERS

Aglotter 1879 / 1884 Assurances, Galantes 15.11.95

more than the

RE : PREMISES NO. 28, JUBILES PARK, P.S. - JADAVPUR, CALCUTTA-33

CONVEYANCE :-

Zegistrar Ups 7 (18) 40 Acourgaces, Calen

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Blamai PARTNER

Designations.

SUDHAMOY MITRA, Advocate 10. Kiran Sankar Roy Road Ground floor, Calcutta - 700 001.

FOR MANDHAN BROUTO