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28-9-95

THIS INDENTURE made this the 25th day of MAY

One thousand nine hundred ninety five BETWEEN SRIMATI ARUNA BASU MALLIK, wife of Late Sarojendra Chandra Basu Mallik, by faith Hindu, by occupation housewife, residing at 4A, Short Street, Calcutta - 16, hereinafter called the "VENDOR" (which expression unless excluded by or repugnant to the subject or context shall mean and include her heirs, legal representatives, executors, administrators and assigns) of the FIRST PART AND M/S. ROOF & SHELTER DEVELOPMENT PRIVATE LIMITED, a company registered under the Companies Act, 1956 having its registered office at EC 163, Salt Lake City, Calcutta - 700 064 hereinafter called the "CONFIRMING PARTY"

expression unless excluded by or repugnant to the subject or context shall mean and include its successor / successors and assigns) of the SECOND PART AND SRIMATI

SULOCHANA KHAITAN, wife of Shri Ajay Kumar Khaitan, by faith Hindu, by occupation Housewife, residing at 689, Lake Town,

Aruna Basu, Mallik

Handwritten notes and scribbles on the left margin, including the number '50520' and various illegible marks.

Handwritten numbers and scribbles at the bottom left, including '5050', '6387', and '63'.

Specimen No. Ca-X on the 25th
 date May 95 at Bidder
 Late City Office Executants
 at Mansu Lal Del
 authorized by who
 Registered at _____



Mansu Lal Del

ADDL. District Sub-Registrar
 Bidder (Salt Lake)

Aruna Bann Mallick

E.I. Wild
A.O.S. R.

For Roof & Shelter Development Pvt, Ltd.

Mansu Lal Del
 Chairman,

For Roof & Shelter Development Pvt, Ltd.

Director

Chairman,

ADDL. District Sub-Registrar
 Bidder (Salt Lake)

Janay Bhownick

1. Aruna Bann Mallick
 w/o Suresh Chandra Ch Bann Mallick
 of AA, Street St, Cat-16.
2. Mansu Lal Del (Chairman)
3. Durga Prasad Rawal
 Director

For Roof & Shelter Development Pvt

S/O. R/O

of BC 103 Salt Lake City

P.S. _____ Dist. _____ Cat-69.

By Cast Hindu Man

By Prof. Service/H. Wife/Cultivation.

Janay Bhownick

S/O W/O Suresh Chandra Ch Bann Mallick

of 99 S. C. Rd

P.S. _____ Dist. _____ Cat-89

By Cast Hindu Man

By Prof. Service/H. Wife/Cultivation.

ADDL. District Sub-Registrar
 Bidder (Salt Lake)

Block "A", Calcutta - 700 089 hereinafter called the "PUR-
CHASER" (which expression unless exclude by and/or repugnant
to the subject or context shall mean and include her execu-
tors, administrators, heirs, legal representatives and
assigns) of the THIRD PART.

WHEREAS by a deed of conveyance dated 19 th Sep-
tember 1941 duly registered with the Registrar of Assur-
ances, Calcutta in Book No. 1, Deed No. 3031 of 1941 one
Smt. Mira Devi therein described as the Vendor and her
husband Sri Shrish Chandra Chakraborty therein described as
the Confirming party sold conveyed and transferred for
valuable consideration therein mentioned the piece and
parcel of land measuring 10 Bighas 5 Cottahs together with
the partly 3 storied and partly 4 storied building standing
thereon situate lying at and being premises no. 4, Calcutta
- Jessore Road, subsequently renumbered as no. 99, Calcutta
- Jessore Road, (presently Jessore Road) to one Mr. Probodh
Chandra Mitra.

AND WHEREAS the said Probodh Chandra Mitra, since
deceased, during his life time was in possession occupation
and enjoyment of the said property.

AND WHEREAS the said Probodh Chandra Mitra, since

Abune Bose Mallik



1001 District Sub-Registrar
Bikaner (Raj. State)
215.595

deceased, who was a Hindu during his life time and at the time of his death departed his life on or about the 12 th day of June 1949 after making and publishing his last Will and Testament dated 18th July, 1948 whereby he appointed Prafulla Kumar Mitra, since deceased, as the Sole Executor of his Will and inter alia bequeathed the said property to the said Profulla Kumar Mitra solely, exclusively and absolutely.

AND WHEREAS the said Profulla Kumar Mitra, since deceased, applied before the Learned District Judge at Alipore for grant of Probate to the said Last Will and Testament dated 18 th July 1948 of the said Probodh Chandra Mitra as the Executor named therein.

AND WHEREAS the said Prafulla Chandra Mitra, since deceased, who was a Hindu during his life time and at the time of his death departed his life on the 5 th day of April, 1965 after making and publishing his last Will and Testament dated 31st March, 1965 whereby he appointed the Vendor as the Executrix to his said last Will and Testament and inter alia bequeathed the said property to the Vendor.

AND WHEREAS in D.S. No. 5 of 1969 before the 11 th Additional District Judge at Alipore, the said last Will and Testament dated 18th July, 1948 of the said Probodh Chandra Mitra was proved and on or about 11 th June 1975 Letters Of Administration with a copy of the said Will annexed was

Queen Basu Malik



1001, District Sub-Registrar
Channarayana (Sub-Office)
2/3 595

issued out of and under the seal of the said Learned Court in favour of Shri Prosanta Kumar Mitra as Administrator the said Prafulla Kumar Mitra having died in the mean time.

AND WHEREAS in D.S. No. 1 of 1968 before the 11th Additional District Judge, Alipore, , the said last Will and Testament dated 31st March, 1965 of the said Profulla Chandra Mitra, since deceased, was duly proved and probated and grant was issued on or about 14 th October 1974 under and out of the seal of the said Learned Court in favour of the Vendor as the Executrix named in the said Will dated 31 st March 1965.

AND WHEREAS in terms of the said Will of the said Probodh Chandra Mitra the Vendor as Executrix to the estate of the said Profulla Kumar Mitra, deceased, became a legatee under the said Will of Probodh Chandra Mitra, deceased, and became entitled to have inter alia the said property to be transferred to her.

AND WHEREAS the said Shri Prosanta Kumar Mitra, administrator to the ~~estate~~ of the said Probodh Chandra Mitra, duly assented to the legacies and by a deed of conveyance dated 30 th September 1975 and registered with the Sub-Registrar Alipore 24-Parganas, in Book No. 1, Volume No. 227, Pages 283 to 293, Being No. 9787, For the year 1975 granted transferred and conveyed unto and in favour of the

Aruna Basu Malik



সদর, বিদ্যানগর উপ-নিবন্ধকর্তার
কার্যালয় (সল্ট লেক)
205-595

Vendor absolutely inter alia the said property being a beneficiary under the said Will.

AND WHEREAS the Vendor thus became entitled to the said property in its entirety and is in possession and enjoyment thereof but some unauthorised persons are in occupation constructing huts thereon.

AND WHEREAS the said Smt. Aruna Basu Mallik the Vendor above named vide mutation case No. 1473/IX-11/83-84 was granted mutation of her name in the records of rights as recorded by an order dated 2nd December 1984 of the Junior Land Reforms Officer, khardah L.R. Circle, District 24-Parganas in respect of the said property.

AND WHEREAS the said Smt Aruna Basu Mallik the above named Vendor got her name recorded in the books of the South Dum Dum Municipality as the assessee in respect of the said property.

AND WHEREAS the Vendor Smt Aruna Basu Mallik is thus absolutely seized and possessed of and otherwise well and sufficiently entitled to ALL THOSE several brick built messuages tenements, dwelling houses hereditaments and premises together with the piece or parcel of revenue redeemed land thereunto belonging and whereon and on the part whereof the same are erected constructed and/or built being

Aruna Basu Mallik.



ADD. District Sub-Registrar
Bidhanagar (Old Label)
25.5.95

Road) in the town of Calcutta presently Holding No. 211, Calcutta-Jessore Road within South Dum Dum Municipality.

AND WHEREAS by an agreement in writing dated the 14 th day of December 1993 made between the Vendor and the Confirming Party the Vendor had agreed to sell and the Confirming Party had agreed to purchase a demarcated portion of the said property admeasuring ~~about 500~~ ^{the land as mentioned} ~~square feet~~ ^{more or less} comprised of C. S. Khatian No. 234 and portion of C.S. Dag Nos. 236 (part) and 265 corresponding to R.S Dag Nos. 310 (part), 311 and 399 under R. S. Khatian No. 896, R.S. No. 3, J. L. No. 24, Dihi - Panchannagram, Touzi No. 1298/2833, Holding No. 113, Grand Division 2, Sub-Division 3 of Mouza Patipukur Registration office Bidhannagar (Salt Lake), District 24-Parganas (North), P.S. Lake Town, Calcutta.

AND WHEREAS the Confirming Party has assigned the said agreement dated 14 th December 1993 in part and has nominated the Purchaser to purchase about 3 (three) Cottahs 14 (fourteen) Chittacks 33 (thirty three) Square Feet of land ~~and the said piece of land~~ agreed to be purchased by the Confirming Party as recited above.

AND WHEREAS in terms of the said agreement dated 14th December 1993 and the nomination of the Purchaser by the Confirming Party as aforesaid the Vendor has agreed to sale and the Purchaser has agreed to purchase the piece and

Aruna Bose Malik



সদ. বিচারক-বিশেষ
বিধাননগর (সদ. বিচারক)
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parcel of land admeasuring 3 (three) Cottahs 14 (fourteen) Chittacks 33 (thirty three) Square Feet be the same a little more or less out of the said ~~land~~ demarcated portion of premises no. 99, Jessore Road, Calcutta Holding No. 211, Calcutta-Jessore Road within South Dum Dum Municipality for and at the price of Rs. 1,76,425/- (Rupees one lac seventy six thousand four hundred twenty five) only free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 1,76,425/- (Rupees one lac seventy six thousand four hundred twenty five) only to the Vendor paid by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby acknowledge and of and from the same and every part thereof doth hereby release the Purchaser) the Vendor doth hereby grant convey transfer assure and assign absolutely for ever and free from all encumbrances AND the Confirming Party hereby confirms unto the Purchaser and their assigns ALL THAT the piece and parcel of land containing by measurement an area of 3 (three) Cottahs 14 (fourteen) Chittaks 33 (thirty three) Square Feet be the same a little more or less with structure standing thereon situate lying at within the limits of the South Dum Dum Municipality being a demarcated portion of formerly premises No. 99, Calcutta-Jessore Road and presently 99, Jessore

Aruna Basu Mallick



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Bikaner (Raj. State)

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Road, Calcutta and comprised in C.S. Dag No. 236 (part) and 265 (part), R.S. Dag No. 310 (part), 311 and 399, as may be correct and applicable R.S. Khatian No. 896, R.S. No. 3, J.L. No. 24, Dihi - Panchannagram, Mouza - Patipukur, Touzi No. 1298/2833, Holding No. 113 of Grand Division 2, Sub-division 3, Police Station - Salt Lake (formerly Dum Dum), in the District of 24 Parganas (North) P.S. Lake Town, Holding No. 211, Calcutta-Jessore Road within South Dum Dum Municipality more particularly mentioned and described in the Schedule hereunder written and marked and indicated on the map or plan hereto annexed and thereon bordered in "RED" OR HOWSOEVER otherwise the said messuage lands hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted bounded called known numbered described or distinguished TOGETHER WITH all buildings yards courts areas sewers drains water-courses light liberties privileges easements and appurtenances whatsoever to the said messuages lands hereditaments and premises belonging or in any wise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto TOGETHER ALSO WITH all rights and easements including the right of passage and the right to lay pipes, cables, drains and other connections for all facilities like electricity, water, telephone, sewerages and drain connections over, upon, along and under the twenty six (26) feet wide common passage running from East to West and marked and enclosed in "GREEN" border in the said map or plan hereto annexed AND all the estate right title interest claim and demand whatso-

Aruna Bai Malik



ADD. DISTRICT SUB-REGISTRAR
BIDHANAGAR (Salt Lake)
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ever of the Vendor in to and upon the said premises or any part thereof TO HAVE AND TO HOLD the said messuage lands hereditaments and premises hereby granted or expressed so to be unto and to the use of said Purchaser absolutely for ever and the said Vendor doth hereby covenant with the said Purchaser that notwithstanding any act deed or thing by the said Vendor done or executed or knowingly suffered to the contrary, the said Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuage lands hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the said Vendor has good right to grant the said messuage lands hereditaments and premises hereby granted or expressed so to be unto and to the use and of the said Purchaser in manner aforesaid AND the said Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage lands hereditaments and premises and receive the rents 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 equitably claiming from under or in trust for the Vendor and that free from all encumbrances whatsoever made or suffered by the said Vendor or any person or persons lawfully or equita-

Arundel Bone Malik



ADD. District Sub-Registrar
Dibrugarh (Salt Lake)
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bly claiming as aforesaid AND further that the said Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said messuage lands hereditaments and premises or any of them or any part thereof from under or in trust for the said Vendor shall and will from time to time and at all times hereafter at the bequest and costs of the said 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 lands hereditaments and premises and every part thereof unto and to the use of the said Purchaser in manner aforesaid as shall or may be reasonably required AND further that the Vendor shall and will at all times hereafter at the request and cost of the Purchaser as she shall direct produce all deeds and writings as are in her custody for evidencing the title to the said land hereditaments and also furnish to the Purchaser copies of or extracts from the said deeds and writings and shall and will in the meanwhile keep the same safe, damage by fire or other accident excepted.

SCHEDULE ABOVE REFERRED TO:-

ALL THAT the piece and parcel of revenue redeemed land admeasuring 3 (three) Cottahs 14 (fourteen) Chittaks 33 (thirty three) Square Feet be the same a little more or less

Aswara Bose Mallik.



ADD: DISTRICT REGISTRAR,
SIDHANGANAGAR (Sak Sahel)
25/5/95

with structures being a demarcated portion of premises no. 99, Jessore Road, Calcutta comprised of C. S. Khatian No. 234 and portion of C.S. Dag Nos. 236 (part) and 265 (part) corresponding to R.S Dag no. 310 (part), 311 and 399 (part) as may be correct and applicable under R. S. Khatian No. 896, J. L. No. 24 Touzi No. 1298/2833, Grand Division 2, Sub-Division 3 of Mouza Patipukur Registration office Bidhannagar (Salt Lake), District 24-Parganas (North), P.S. Lake Town, Calcutta Holding No. 211, Calcutta-Jessore Road within South Dum Dum Municipality indicated on the map or plan enclosed hereto and thereon verged by "RED" border TOGETHER WITH right of ingress and egress to the Sarat Chatterjee Road by the 26 ft wide Common Passage marked and indicated in "GREEN" border on the said map or plan and butted and bounded as follows :- *Area of 120 sq ft.*

- ON THE NORTH : portion of premises no. 99, Jessore Road,
- ON THE EAST : partly by Common Passage and partly by portion of premises no. 99, Jessore Road,
- ON THE SOUTH : by portion of premises no. 99, Jessore Road,
- ON THE WEST : by Paul Loahman's factory.

Abuina Basu Khatik.



ADD. District Sub-Registrar,
Bidhanagar (Salt Lake)

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IN WITNESS WHEREOF the above named Vendor and the Confirming Party have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED,
by the Vendor at Calcutta in
the presence of :-

- 1. J. Bose
(P.C. Bose)
Solicitor & Advocate
High Court, Calcutta
- 2. Janay Bhownick
99, S. C. Road
Cal - 89

✓
Aruna Bose Mallik

SIGNED SEALED AND DELIVERED,
by the Confirming Party at
Calcutta in the presence of :-

- 1. N. K. Roy
Advocate Barabati Ch.
- 2. Janay Bhownick

For Roof & Shelter Development Pvt. Ltd.
Margie Lalit
Chairman,

For Roof & Shelter Development Pvt. Ltd.
[Signature]
Director Chairman,



ADD: District Sub-Registrar
Bidhanagar (Salt Lake)
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RECEIPT.

Received of and from the within named Purchaser the within mentioned consideration of Rs. 1,76,425/- (Rupees one lac seventy six thousand four hundred twenty five only) in the manner following :

by a Pay Order bearing no. 358668 dated 22/05/1995 issued by the UCD Bank, Cann- ing Street, Calcutta.

..... Rs. 1,76,425/00.

Rs. 1,76,425/00
=====

(Rupees one lac seventy six thousand four hundred twenty five only)

WITNESS :

[Handwritten signature]

✓ *Aruna Brau Malik*

(VENDOR)

2. *Jayashankar*

Prepared by

[Handwritten signature]
Advocate



Dist. Sub-Registrar
Bidhanagar (Salt Lake)
25.5.75



Dist. Sub-Registrar
Bidhanagar (Salt Lake)
9.10.95

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