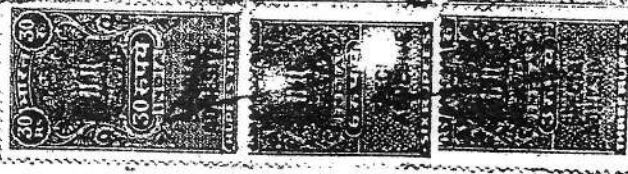




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of Assurances
 Calcutta
 21.1.76

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THIS INDENTURE made this 21st day of January
 One Thousand Nine hundred and Seventy ^{SIX} ~~FIVE~~ BETWEEN PROVAT
SIRCAR son of Nirmal Chandra Sircar deceased residing at
 No. P-66, Lake View Road, Ballygunge in the town of Cal-
 cutta Hindu Landholder hereinafter called the "VENDOR"
 (Which expression shall unless excluded by or repugnant

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Received for registration
at 3 PM on the 21st

day of Jan 1976
of the residence

Pravat Sincar
one of the Executants.

Registrar of Assurances
Calcutta.

21.1.76

Pravat Sincar

Pravat Sincar &

1) Pravat Sincar &

2) Sudhansu Bala

Sincar son of
Nirmal

Chandra Sincar of

P-66, Lake View

Pd. Cal. Hindu

Landholder & Homage
respectively.

Pravat Sincar

Sudhansu Bala Sincar

Samin Kumar
Ghosh, Solicitor,
High Court, Cal.

S. K. Ghosh
Solicitor.

Stamp impression of the
Registrar of Assurances

Registrar of Assurances
Calcutta.

21-1-76

to the context include and be deemed to include his heirs executors administrators and representatives) of the FIRST PART, SM. SUDHANSU BALA SIRCAR widow of the said Nirmal Chandra Sircar deceased residing at No. P-00, Lake View Road, Ballygunge, in the town of Calcutta Hindu Housewife hereinafter called the "CONFIRMER" (Which expression shall unless excluded by or repugnant to the context include and be deemed to include her heirs, executors, administrators and representatives) of the SECOND PART AND GOPAL DUTT SEVA SADAN a Society registered under the Societies Registration Act having its office at 50/1A, Hari Ghose Street, in the town of Calcutta and SM. CHITRA DUTT wife of Amarendra Nath Dutt: residing at No. 50/1A, Hari Ghose Street, in the town of Calcutta, Hindu Housewife hereinafter called the "PURCHASERS" (Which expression shall unless excluded by or repugnant to the context include and be deemed to include their respective Successor or Successors in office and/or the heirs executors administrators representatives and assigns) of the THIRD PART :

WHEREAS one Behari Lall Bose was inter-alia absolutely seized and possessed of or otherwise well and sufficiently entitled to as and for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate analogous thereto the premises No. 54, Hari Ghose Street, in Sutanutty in the town of Calcutta :

AND WHEREAS the said Behari Lall Bose who was

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in his life time and until his death a Hindu governed by the Bengal School of Hindu Law died on the 9th day of April of 1895 leaving him surviving Sm. Achala Bala Bose his sole widow and Satish Chandra Bose his only son and after having made and published his Last Will and Testament dated the 7th June, 1893 whereby and whereof he appointed his wife Sm. Achala Bala Bose alias Sm. Achal Bala Bose the sole executrix to his estate which included the said premises No. 51, Hari Ghose Street, Calcutta and thereby after making some bequests he authorised the said Sm. Achala Bala Bose to give and dispose of by Will the properties left by him to his children or grand children with any conditions that she might impose.

AND WHEREAS on the 24th day of April, 1895 Probate of the said last Will of Behari Lall Bose was granted to the said Sm. Achala Bala Bose by the High Court at Calcutta in its Testamentary and Intestate Jurisdiction :

AND WHEREAS the said Sm. Achala Bala Bose died on the 16th day of November, 1923 after having made and published her last Will and Testament dated the 29th day of Kartick 1330 B.S. whereby and whereof she appointed her son the said Satish Chandra Bose the sole executor thereof and by virtue of the power and authority given to her by the said Will of Behari Lall Bose she bequeathed all her estate including the estate left by her husband the said Behari Lall Bose which included the said premises

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No. 54, Hari Ghosh Street, Calcutta to her said son Satish Chandra Bose absolutely without imposing any condition.

AND WHEREAS Probate of the said Will of Sm. Achala Bala Bose was granted by the High Court at Calcutta in its Testamentary and Intestate Jurisdiction to the said Satish Chandra Bose on the 19th day of December, 1923 ;

AND WHEREAS the said Satish Chandra Bose thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to as and for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate analogous thereto the said premises No. 54, Hari Ghosh Street, Calcutta ;

AND WHEREAS the said Satish Chandra Bose who was in his life time and until his death also a Hindu, governed by the Bengal School of Hindu Law had three sons Sailendra, Sachindra and Nirendra and three daughters Sm. Sudhansu Bala (the Confirmer herein) Sm. Himansu Bala and Sm. Provansu Bala.

AND WHEREAS the said Satish Chandra Bose died intestate on the 22nd day of April, 1945 leaving him surviving his said daughter the Confirmer Sm. Sudhansu Bala Sirkar (wife of Nirmal Chandra Sirkar) his only surviving issue and daughter and only heiress and legal representative under the Bengal School of Hindu Law and the Vendor Provat Sirkar the only surviving grandson by

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of the said Sm. Sudhansu Bala Sircar the only next reversioner to his estate, his wife having predeceased him and all his other sons and daughters Sallendra, Sachindra, Nirendra, Sm. Himansu Bala and Sm. Provansu Bala also having predeceased him unmarried ;

AND WHEREAS the said Sm. Sudhansu Bala Sircar thus became entitled to the said premises No. 54, Hari Ghosh Street, in the town of Calcutta as of a Hindu Woman's estate ;

AND WHEREAS the estate left by the said Satish Chandra Bose included the said premises No. 54, Hari Ghosh Street, Calcutta.

AND WHEREAS by a Deed of Relinquishment and Surrender bearing date the 17th day of January 1950 and registered in the office of the Registrar of Assurances, Calcutta in the Book No. 1, Volume No. 12, Pages 71 to 76, Being No. 112 for the year 1950, the said Sm. Sudhansu Bala Sircar relinquished and surrendered the entire estate left by the said Satish Chandra Bose including the said premises No. 54, Hari Ghosh Street, Calcutta unto and in favour of the Vendor Provat Sircar who was then the only next reversioner to the estate left by the said Satish Chandra Bose.

AND WHEREAS the Vendor is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to as and for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate

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analogous thereto free from all encumbrances ALL THAT the said messuage tenement land hereditaments or premises situate lying at and being Premises No. 54, Hari Ghosh Street, in the town of Calcutta, a portion whereof is hereby intended to be sold and conveyed.

AND WHEREAS the Vendor has contracted with the Purchasers for absolute sale to the Purchasers of a portion of the said premises No. 54, Hari Ghosh Street, Calcutta more fully described in the Schedule "A" hereunder written and shown and delineated in the Map or plan annexed hereto and thereon marked as Lot "D" and bordered with yellow colour at or for the price of Rs. 70,000/- (Rupees Seventy thousand) only free from all encumbrances.

AND WHEREAS The Confirmer has agreed to join in these presents as a Confirming Party to the Sale being made by the Vendor to the Purchasers of the same :

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 70,000/- (Rupees Seventy Thousand) only of the lawful money of the Union of India to the Vendor paid by the Purchasers in equal shares at or before the execution of these presents (the 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 doth hereby acquit release and discharge the purchasers as also the said premises) he the Vendor with the privity

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Calcutta 21-1-76

knowledge and consent of the Confirmer testified by her being party to and executing these presents doth hereby indefeassibly grant sell convey transfer assign and assure and the Confirmer doth hereby confirm unto the Purchasers in equal shares

✓ ALL THAT the said messuage tenement land hereditaments and premises being a portion of Premises No. 54, Hari Ghose Street, in the town of Calcutta, more fully described in the Schedule "A" hereunder written and shown and delineated in the Map or Plan hereto annexed and thereon marked as Lot "D" and bordered with yellow colour and hereinafter referred to as "the said premises" ;

OR HOWSOEVER OTHERWISE the said premises or any part thereof now is or are at any time heretofore was situated butted and bounded called known numbered described or distinguished TOGETHER WITH all houses outhouses or other buildings walls boundary walls yards, Court-yards, sewers, drains, ways, paths, passages, water, water-courses, over and underneath the said premises and the benefits privileges appendages appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining thereto or with the same or any part thereof known or enjoyed or reputed to belong or be appurtenant thereto and the rents issues and profits thereof and every part thereof A N D all the estate right title claim interest and demand whatsoever of the Vendor into and upon the said premises or any part or parcel thereof AND all the deeds patthas muniments and evidence of title writings and other documents in anywise relating

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Registrar of Grants
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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 other person or persons from whom he may procure the same without any action or suit ;

TO HAVE AND TO HOLD the said premises hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof with their rights members and appurtenances unto and to the use of the Purchasers ^{in equal shares} absolutely and for ever and free from all encumbrances ;

A N D the Vendor doth hereby covenant with the purchasers that notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary he the Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby granted sold conveyed and transferred without any manner or condition use trust or other things whatsoever to alter 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 power and absolute and indefeasible title to grant sell convey and transfer the said premises hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers ;

AND THAT the Purchasers shall and may from

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Calcutta
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time to time and at all times hereafter peaceably and quietly possess enjoy the said premises hereby granted and conveyed and receive the rents issues and profits thereof without any lawful eviction or interruption claim or demand from or by the Vendor or any person lawfully claiming from under or in trust for him.

AND THAT free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all and all manner ^{of} claims charges liens debts attachments and encumbrances whatsoever made or suffered by the Vendor 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 whatsoever in the premises hereby conveyed and granted or any part thereof from under or in trust from him shall from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the purchasers in manner aforesaid as shall or may be reasonably required ;

A N D the abovenamed Vendor doth hereby covenant to the Purchasers that the Title deeds and

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Company of Assurance
Calcutta
21-1-76

documents mentioned and described in Schedule "B" hereunder written shall remain in possession and custody of the abovenamed Vendor and the abovenamed Vendor hereby covenants with the Purchasers that the abovenamed Vendor his heirs executors administrators representatives and assigns shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable requests and at the costs of the Purchasers their respective heirs executors administrators representatives and assigns or any of them produce or cause to be produced unto them their attorney or agents or at any trial commission or examination or otherwise as occasion shall require the said title deeds and documents for the purpose of manifesting defending and proving the title of the Purchasers to the said premises and also at the like requests and costs deliver or cause to be delivered unto the Purchasers their respective heirs executors administrators representatives and assigns such attested or other copies or abstracts or extracts from the said title deeds and documents as they or any of them may require and shall in the meantime unless prevented by fire or other inevitable accident as aforesaid keep the said title deeds and documents safe unobliterated and uncanceled.

THE SCHEDULE 'A' ABOVE REFERRED TO :

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ALL THAT partly two and partly three storied brick built message tenement land hereditaments or house and structures together with the piece or parcel of land thereunto belonging containing by estimation an area of 7 (Seven) Cottahs 5 (Five) Chhattaks and 10 (Ten) Sq. ft.

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21-1-76

be the same a little more or less whereon or on part whereof the same are erected or built situate lying at and being portion of Premises No. 54, Hari Ghosh Street, in Sutanutty in the north Division of the town of Calcutta and shown and delineated in the map or plan hereto annexed and thereon marked as Lot "D" and bordered with yellow colour butted and bounded in the manner following, that is to say:

- On the North - ^{SRJ} By Arabinda Sarani
- On the East - Lot "E" shown in the said Plan being Portion of Premises No. 54, Hari Ghosh Street, Calcutta.
- On the South - By Lot "B" shown in the said plan being portion of premises No. 54, Hari Ghosh Street, Calcutta.
- On the West - By Lot "C" shown in the said plan being portion of premises No. 54, Hari Ghosh Street Calcutta.

THE SCHEDULE "B" ABOVE REFERRED TO :

1. Original Probate dated 5th April, 1895 of the last Will and Testament of Behari Lall Bose dated 7th June, 1893 (certified copy of which Will is annexed to the said Probate) granted by the High Court at Calcutta.
2. Original Probate dated 21st December 1923 of the last Will and Testament of Sm. Achala Bala Bose dated 29th Martich 1330 B.S. (certified copy of which will be annexed to the said Probate) granted by the High Court at Calcutta.



Registrar of)
Calcutta
21-1-76

RECEIVED of and from the withinnamed
 Purchase of the within mentioned sum of
 Rs. 70,000/- (Rupees Seventy Thousand) only
 paid by them to me being the full amount
 of consideration as per Memo of Considera-
 tion noted below :

MEMO OF CONSIDERATION :

By pay order No. A/729190 dated
 12-12-75 for Rs. 35,000/- of
 United Bank of India, Old
 Court House Street Branch
 Calcutta, paid by Gopal
 Dutt Sera Sadan

Rs. 35,000/-

By pay order No. A/729189 dated
 12-12-75 for Rs. 35,000/- of
 United Bank of India, Old
 Court House Street Branch,
 Calcutta, paid by Chitra Dutt ...

Rs. 35,000/-

Rs. 70,000/-

(Rupees Seventy thousand only)

Witness

Shyama
 Sonar

Bandhan

Pranab Kumar



Registrar of Assurances
Calcutta

21.1.26