

established by the Life Insurance Corporation Act, 1956 (Act XXXI of 1956) and having its Central Office at YOGAKSHEMA, Jeevan Bima Marg, Bombay-20 and a Zonal Office at No.4, Chittaranjan Avenue in the town of Calcutta hereinafter called the "Corporation" (which term shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns) of the First Part and HINDUSTHAN BUILDING SOCIETY LIMITED, a Company incorporated and registered under the Indian Companies Act 1913 and having its Registered Office at No.4, Chittaranjan Avenue in the town of Calcutta hereinafter called the "CONFIRMING SOCIETY" (which term shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns) of the Second Part A N D Mrs. SIPRA SEN GUPTA wife of Dr. Ashoke Sen Gupta residing at No. 99/5/12, Ballygunge Place in the town of Calcutta by caste Hindu-Baidya by occupation Housewife hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, representatives and assigns) of the Third Part WHEREAS the Commissioners for the Port of Calcutta were seised and possessed of and were at all material times absolutely entitled to amongst other lands a plot of land measuring about 578 bighas 9 cottahs 5 chittaks 14 square feet in Shahpur being a portion of Port Commissioners' surplus land

lying between Diamond Harbour Road and Tolly's Nullah within the Municipal

129 to 136 Being No. 708 for the year 1942 by the District Sub-Registrar of

limits of the Corporation of Calcutta AND WHEREAS by an Indenture of Conveyance bearing date the 5th day of March 1942 and registered in Book I Volume 30 Pages

hundred Seventy Between THE LIFE INSURANCE CORPORATION OF INDIA, a Corporation

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of Alipore and made between the said Commissioners for the Port of Calcutta of the One Part and Hindusthan Co-operative Insurance Society Limited (hereinafter called the Society) of the Other Part it was witnessed that for the consideration therein mentioned the said Commissioners for the Port of Calcutta did thereby grant convey transfer and release absolutely and for ever unto the said Hindusthan Co-operative Insurance Society Limited amongst others the said lands measuring about 578 bighas 9 cottahs 5 chittaks and 14 square feet in Shahpur as aforesaid AND WHEREAS the Society was thus seised and possessed of and otherwise absolutely entitled to the said lands AND WHEREAS the Society decided to and did level the said lands, open out roads and form there out small plots or sites suitable for residential purposes under a Scheme known as its "New Alipore Development Scheme No.XV" and offered for sale the said plots or sites out of the said lands under the said Scheme AND WHEREAS by an Agreement for sale bearing date the 30th day of December 1947 and made between the Society of the One Part and the Confirming Society of the Other Part the Society agreed to sell to the said Confirming Society or its nominee or nominees all that the entire piece or parcel of lands hereditaments and premises consisting of contiguous plots and sites collectively described and delineated respectively as Blocks A, B, E & F and Plot No. 42 of Block "C" of the Society's said NEW ALIPORE DEVELOPMENT SCHEME containing an area of 80 bighas more or less in the Key Plan annexed thereto and marked "A" and coloured with red border and fully and particularly described in the Schedule thereunder written on the terms and conditions set out in the said Agreement AND WHEREAS the said Agreement permitted the Confirming Society to sell the lands comprised in the said Agreement in plots AND WHEREAS by the said Agreement the Society agreed subject to the terms and conditions thereof to convey and execute and register the relative Conveyance in respect of any such plot or plots as the Confirming Sockety from time to time require on receipt of the proportionate price thereof as fixed in the said Agreement between the Society and the Confirming Society. AND WHEREAS under the Life Insurance Corporation Act 1956 there have been transferred to and vested in the Corporation on the 1st day of September 1956 all the assets and liabilities appertaining to the controlled business of the Society including the piece or parcel of land fully described in the Schedule hereunder written and intended to be hereby conveyed AND WHEREAS the Confirming Society has approached the Corporation to sell to the Purchaser the land hereditaments and premises containing an area of 4.50 cottahs being described or known as Plot No. 28/3D of Block No. "B" of the said Scheme delineated in the Plan annexed hereto and thereon enclosed in red verge, full particulars whereof are given in the Schedule hereunder written (hereinafter referred to as the said plot of land)

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rice of Rs. 22, 490,00 (Rupees Twentytwo thousand Five hundred the Corporation has at such request agreed to execute these only) AND A where is basis without prejudice to its rights under the said Agreement AND WHEREAS the Society was and the Corporation is seised and possessed and otherwise absolutely entitled to the said plot of land AND WHEREAS the Confirming Society paid to the Society a moiety of the proportionate price of the said plot of land in accordance with the hereinbefore recited Agreement AND WHEREAS the Confirming Society has paid to the Corporation at or before the execution of these presents the balance of the proportionate price of the said land which the Corporation doth hereby admit and acknowledge AND WHEREAS the Purchaser has paid to the Confirming Society at or before the execution of these presents the said sum of Rs. 22,500.00 (Rupees Twentytwo-thousand Five hundred only) the receipt whereof the Confirming Society doth hereby as well as by the receipt hereunder written admit and acknowledge NOW THIS INDENTURE WITNESSETF that at the request of the Confirming Society and in consideration of the premises the Corporation doth on "as is where is" basis grant transfer and convey and in consideration of the premises the Confirming Society doth hereby grant release and assign unto the Purchaser ALL THAT the piece or parcel of revenue free land being Plot No. 28/SD of Block No. "B" containing an area of 4.50 cottahs more or less of the Society's said Scheme more fully described in the Schedule hereunder and delineated in the map or plan hereto annexed and thereon enclosed in red verge OR HOWSOEVER OTHERWISE the said piece or parcel of land or any part thereof now is or are or at any time heretofore was or were situate butted bounded called known numbered described or distinguished TOGETHER WITH all ways paths passages drains lights privileges easements appendages and appurtenances whatsoever to the said land belonging or in anywise appertaining or reputed or known to be part or parcel or member thereof which now is or are heretofore were or was held used occupied or enjoyed herewith and the reversion or reversions remainder or remainders rents issues and profits thereof and all the right title interest property claim and demand of the Corporation and the Confirming Society in to out of and upon the said land and every part thereof TO HAVE AND TO HOLD the same unto the Purchaser absolutely and for ever and the Corporation and the Confirming Society do each to the extent of its interest and its own acts and defaults do hereby covenant with the Purchaser that notwithstanding anything by them the Corporation or the Confirming Society done omitted or knowingly suffered to the contrary the Corporation has full power to grant transfer and convey and the Confirming Society has full power to grant release and assign this said revenue free plot of land and premises expressed to be hereby granted trans-

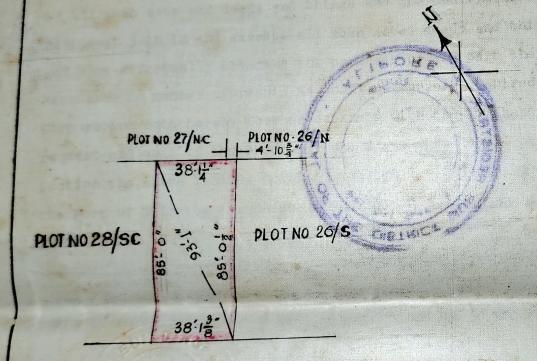
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LIFE INSURANCE CORPORATION OF INDIA

UNIT - HINDUSTHAN COOPERATIVE INSURANCE SOCIETY NEW ALI PORE DEVELOPMENT SCHEME NO XV

PLOT NO-28/SD BLOCK NO. B AREA - 4.50 COTTAHS MOREOR LESS

SCALE- I'INCH . 40'FT



ROAD NO 20 (40'FT WIDE)

For Hindnethan Building Society LAd.

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transferred and conveyed unto the Purchaser in manner aforesaid AND that the Purchaser shall or may at all times hereafter peaceably and quietly possess and enjoy the same and every part thereof and receive and realise the rents issues and profits thereof without any eviction interruption claim or demand whatsoever by the Corporation or the Confirming Society or any person or persons claiming lawfully or equitably from under or in trust for either of them AND that discharged from or otherwise by the Corporation and the Confirming Society sufficiently indemnified against all encumbrances claims and demands created by them respectively or any person or persons claiming as aforesaid AND that the Corporation will at all times hereafter at the cost of the person requiring same execute and do all such acts and deeds and things and the Confirming Society will at like cost join in and execute all such acts, deeds and things for further and more effectually assuring the premises or any part thereof unto the Purchaser in manner aforesaid as shall reasonably required AND the Corporation doth hereby further covenant with the Purchaser that at the request and cost of the Purchaser the Corporation shall produce for inspection the above recited original Conveyance from the Commissioners for the Port of Calcutta to the Society at its Zonal Office as and when required by the Purchaser on previous notice in writing to the Corporation and will in the meantime keep the same whole uncancelled and undefaced unless prevented from so doing by fire theft or other inevitable accident PROVIDED HOWEVER that if at any future Conveyance of any portion of the land comprised in the above recited Conveyance the Corporation shall procure a like covenant for production and safe custody thereof for the benefit of persons claiming from Corporation or in trust for the Corporation the Corporation shall stand released discharged and exonerated from the present covenant for production and safe custody.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece or parcel of revenue free land being Plot No.28/SD Block No. "B" of the New Alipore Development Scheme No.XV formerly of the Hindusthan Co-operative Insurance Society Limited and now of the Corporation measuring 4.50 cottahs be the same a little more or less situate lying at and being a portion of Port Commissioners' surplus lands purchased by the Society and lying between Diamond Harbour Road and Tolly's Nullah in Thana Alipore, Registration District Alipore, District Twenty-four Parganas within the Municipal limits of the Corporation of Calcutta and delineated in the plan hereto annexed and thereon enclosed in red verge.

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of the Corporation and the Common Seal of the Confirming Society have hereunto been affixed the day month and year first above written.

THE OFFICIAL SEAL of the Eastern Zonal Office of the Life Insurance Corporation of India has hereunto been affixed by Sri J. N. Chaudhuri, Deputy Zonal Manager, Eastern Zone of the said Corporation and these presents have been signed by the said Sri J. N. Chaudhuri on behalf of the said Corporation at Calcutta in the presence of :-

Snotic Krener Goswawie Life hourance Coppeding India, 4. Chetaranjan Ovenue, Calentia-13. Choloni A. Khattechagi

A. J. E of In dia. h. thitto rangian Avenue, Calcutto-13.

THESE PRESENTS have been signed on behalf of Hindusthan Building Society Limited by its Director Society and the Society's Common Seal hath hereunto been affixed by him jointly with its Secretary, Sri A. B. Sen, in the presence of:

1) Brinaleuden Very, Hindredhan Buildnifs, Calcutter-13.

2) Dele Navayan Chantami Hindustran Briddings Calmba - 13 PAR I Affe i anumance Corporation of India.

In Chandles
Dy. Zonal



For Hindusthan Building Society Ita.

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Secretary.

Director.

RECEIVED from the within-named Purchaser the abovementioned sum of Rs.22,500.00 (Rupees Twentytwo thousand Five hundred only) being the consideration in full for the abovementioned sale.

For HINDUSTHAN BUILDING SOCIETY, LIMITED,

Uber

Secretary.

Mar Director.

Witness:

Brimalenda by Dele Narayan Chambhion

District Sub-Registrar, 24 i alganas, Ampore.

28.12.00

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