

190/191
11

Rs 80.000/-

19A

SL. 01603

I. 01679



STAMP AFFIXED
22/6/1964

THIS DEED OF SALE made this 6th day of May, Two Thousand Three B E I W E E N PRANAB KUMAR DAS, son of Late Jogendra Nath Das, residing at 19A, Ekbalpur Road, Kolkata - 700 023, hereinafter called "the VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and legal representatives) of the ONE PART A N D ARSENAL HOTELS PRIVATE LIMITED, a company registered under Companies Act, 1956, having its Registered Office at 51, Mirza Ghalib Street, Kolkata - 700 016, P.S. Park Street, hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns) of the OTHER PART.

Stamp duty paid under the Indian Stamp Act 1899 as amended by Act III of 1922 & section 82 (1) of the Calcutta Improvement Act 1911 schedule 2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-25

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W H E R E A S :

1. By a Bengali Kobala dt. 30.9.1954, registered at Sub-Registry Office Alipore, in Book No. I, Volume No. 113, Pages 137 to 147, as Deed No. 6835, for the year 1954, Gopal Lal Pal sold to Jogendra Nath Das a plot of land measuring 2 Cottahs 10 Chittacks 10 Sq.ft. more or less together with a one storeyed residential house thereon comprised in Premises No. 19A, Kavi Md. Iqbal Road, together with easement right over a strip of land measuring 276 Sq.ft. on eastern side being a portion of Premises No. 19B, Kavi Md. Iqbal Road, within the limits of corporation of Calcutta under ward No. 77, P.S. Ekbalpur, SRO Alipore, Dist. 24-Parganas (hereinafter called "the said Premises") for the consideration mentioned therein.
2. Jogendra Nath Das made and published his last Will and Testament dt. 16.6.1959, appointing Prafulla Chandra Das and Nandalal Das as his executors of this Will which was registered at SRO Sealdah on 16.6.1959.
3. Under the said Will, Jogendra Nath Das gave, devised and bequeathed the said Premises No. 19A, Kavi Md. Iqbal Road including easement right on strip of land including other movable properties to his wife Charubala Dassi for her use and enjoyment during her natural life and he directed under the said Will that after her death, the said Premises would vest absolutely and forever in his two sons Pranab Kumar Das and Pradip Kumar Das in equal share.
4. Jogendra Nath Das died on 6.11.1961 leaving his last



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Will, aforesaid two sons and the said Premises and upon his death, the Probate of his Will was granted on 17.1.1967 by District Delegate Alipore.

5. While enjoying the said Premises as provided under the said Will, Charubala Dassi died on 17.12.1973 and her life interest in the said Premises was seized and the said Premises was free from the charge for her life interest and her two sons Pranab Kumar Das and Pradip Kumar Das became the joint owners of the same free from their mother's life interest.

6. Thereafter they jointly mutated their names (vide Mutation Case No. 69/GR-III/98-99) in the records of the Kolkata Municipal Corporation as owners thereof

7. The said Pranab Kumar Das and Pradip Kumar Das jointly constructed First floor and Second floor over the existing One storeyed building at Premises No. 19A, Kavi Md. Iqbal Road according to the Sanctioned Plan bearing No. 27(IV) dt. 10.4.1975.

8. After construction Pradip Kumar Das was allotted one flat on northern side of Ground floor, one flat on eastern of the First floor and another flat on eastern side of Second floor, demarcated portion of roof in eastern side with 3' feet high wall and one shop on eastern side of Ground floor of the said Premises and Pranab Kumar Das was ~~exclusively~~ ^{exclusively} allotted one Southern side flat in the Ground floor, one western side



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flat on the First floor, one western side flat on Second floor with roof demarcated with 3' feet height wall on western side and one shop room on western side of Ground floor of the said Premises.

9. The respective owner has been enjoying their flats in each floor of the said Premises exclusively as allotted i.e. the heirs of Late Pradip Kumar Das are residing in eastern side Second floor flat and Pranab Kumar Das is residing in Western side Second floor flat and other respective portions of each allottee owner have been let out to different tenants and rents have been collected by Pradip Kumar Das for his tenanted portions and Pranab Kumar Das for his tenanted portions respectively.

10. Pranab Kumar Das has mutated his name in Calcutta Municipal Corporation as owner of his 50% share of the said Premises as recorded in the assessment record and the share of taxes has been apportioned by the Municipal Authority vide Mutation case No. 69/GR-111/98-99.

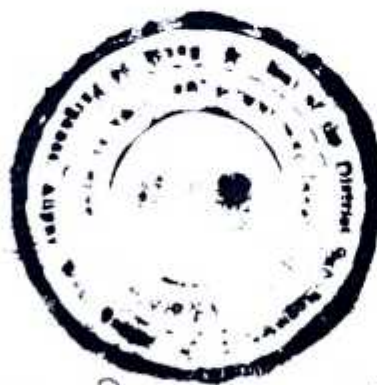
11. The Vendor has agreed to sell his entire share in the said Premises fully described in Part No. I, II and III of the Second Schedule hereunder written together with undivided proportionate share or interest in the land, fully described in the First Schedule hereunder written attributable in pro-rata basis Together with proportionate undivided share or interest in common areas and facilities mentioned in the



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Third Schedule hereunder written and the Purchaser has agreed to purchase the same free from all encumbrances and attachments and liabilities whatsoever but subject to tenancies particularly described in the Fifth Schedule hereunder written at or for the total consideration of Rs. 10,00,000/- (Rupees Ten Lacs) only subject to compliance of the terms and conditions hereinafter appearing.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 10,00,000/- (Rupees Ten Lacs) only being the full consideration money paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge as per Memo of Consideration written below and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser as well as the Ground floor flat, First floor flat and Second floor flat, shop, toilet and demarcated roof marked with R E D border in the plan annexed hereto TOGETHER WITH undivided proportionate share or interest in land and common areas and facilities hereby conveyed) the Vendor doth hereby grant, convey, transfer, sell, assure and confirm unto and in favour of the Purchaser absolutely and for ever one Ground floor shop, toilet, one Ground floor flat both under tenancy, one First floor flat under tenancy, one Second floor flat and demarcated portion of roof ALL THAT fully described in part I, II and III of the SECOND SCHEDULE hereunder written particularly delineated in R E D border and common areas in Y E L L O W border in the map or plan annexed



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hereto TOGETHER WITH the undivided proportionate share or interest in land, fully described in the FIRST SCHEDULE hereunder written including all fixture and fittings thereof

* TOGETHER WITH undivided proportionate share or interest in the common areas and facilities fully described in the THIRD SCHEDULE hereunder written subject to existing tenancies particulars of which are set out in the First Schedule hereunder written (the Ground Floor flat and shop, First Floor flat and Second Floor flat demarcated roof together with undivided proportionate share or interest in land and common areas and facilities, hereinafter collectively called "the said Flats") free from all encumbrances, charges, lien, lispendens, trusts, execution/ attachment proceedings and/or acquisition/requisition proceedings, scheme or road alignment of Calcutta Metropolitan Development Authority, and/or any other competent authorities empowered in this behalf and all other liabilities whatsoever A N D all the estate, right, title, interest, inheritance, use, trust, property, claim, demand and all appurtenances thereto of the Vendor whatsoever of the Vendor into or upon the same or any part thereof OR HOWSOEVER OTHERWISE the said Flats as mentioned in the SECOND SCHEDULE hereunder written hereby sold or any part or portion thereof now are or is at any time therefore were or was situated, butted and bounded, called, known, numbered, described or distinguished TOGETHER WITH all and every manner of former and other rights, liberties, privileges, easements provided in the said Premises, profits, appendages and appurtenances whatsoever to the said Flats or any part or portion thereof belonging to or in anywise appertaining to or usual



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ly, held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and rents, issues and profits thereof and all the estate, right, title interest, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said Flats or every part thereof TO HAVE AND TO HOLD the said Flats unto and to the use of the Purchaser absolutely and forever to the intent that the Purchaser herein henceforth is absolute owner of the said Flats which are hereby sold absolutely by the Vendor forever free from all encumbrances, attachments, charges and liabilities whatsoever but subject to tenancies AND the Vendor hereby covenants with the Purchaser that the Purchaser shall and will at all times hereafter peaceably and quietly hold, possess and enjoy the said Flats and every part thereof as full and absolute owner and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully equitably claiming any right or estate thereof from through under or in trust for the Vendor including the right of common user of the common areas and facilities AND the Vendor has not been party to any act things and matters whereby the Vendor is prevented from conveying and/or transferring the said Flats AND the Vendor hereby indemnifies and keep the Purchaser indemnifies and harmless from and against all losses, demands, claims, damages, costs and expenses which the Purchaser may suffer or



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incur by reason of any claim being made by anybody or authority whomsoever to the said Flats and in respect of any claims for arrears of taxes and other dues upto the date of these presents AND the Vendor shall and will from time to time and at all times hereafter every reasonable request and cost of the Purchaser or any person or persons lawfully or equitably claiming at any trial hearing, commission, examination or otherwise as occasion shall arise all or any of the deeds, sanctioned plan and other writings for manifesting, defending and proving the previous title of the Vendor to the said Premises/Flats and also at like request and cost of the Purchaser deliver or cause to be delivered all such attested or other copies of the deeds and writings evidencing title to the said premises/flats as may reasonably be required.

AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASER as follows :

(a) That NOTWITHSTANDING any act, deed, matter or thing done, committed or knowingly suffered by the Vendor to the contrary, the Vendor is lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flats hereby sold, conveyed, transferred and assigned for an estate of inheritance or an indefeasible estate equivalent thereof free from all encumbrances whatsoever and that the Vendor has full power and absolute authority to sell and convey the said Flats unto the Purchaser in the manner aforesaid according to the true intent and meaning of these presents.



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(b) That any error in the description of the said Flats and the said building/premises, if subsequently discovered will not vitiate this sale but will be corrected by the Vendor by executing the rectification deed or deeds in favour of the Purchaser.

(c) It shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into, hold, possess, occupy and enjoy the said Flats and receive the rents, issues, and profits, thereof without any hindrance, interruption, disturbance, claim or demand whatsoever by the Vendor or any person or persons claiming any estate, right, title and interest from under through or in trust for the Vendor freely and clearly and absolutely acquired, exonerated and forever discharged or otherwise the Purchaser be well and sufficiently saved and kept harmless and indemnified from and against all estate, title, charges, action, proceeding, encumbrances, claim and demand whatsoever made, done, executed or occasioned by the vendor his heirs, executors, administrators, legal representatives or any person or persons claiming through under or in trust for the Vendor A N D THE VENDOR hereby further covenants with the Purchaser that the Vendor shall from time to time and at all times hereafter at all reasonable requests and costs of the Purchaser produce or cause to be produced all documents of title relating to the said Flats which are or hereafter shall or may be in the custody, power or possession of the Vendor or any person or persons from whom the Vendor can procure the same without any action or suit at any trial hearing commission examination or



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otherwise for the purpose of proving and/or manifesting the title of the Purchaser to the said Flats or any part thereof.

* AND THE PURCHASER HEREBY CONVENANTS WITH THE VENDOR
as follows :

1. The Purchaser and/or any other person occupying the said Flats under the Purchaser shall duly observe and perform all arrangements relating to the protection, management and maintenance of the said building and various portions thereof as may be framed by the Owners and the Occupiers of the said building.
2. The Purchaser shall have the proportionate right over and in respect of the common areas of the said building and all facilities and utilities in the said Premises as enjoyed by the Vendor as shown in YELLOW border in the map or plan annexed hereto.
3. The Purchaser shall be responsible for regular and punctual payment of maintenance charges and other outgoings as mentioned in the FOURTH SCHEDULE below.
4. The Purchaser shall not do or permit to be done anything that may cause or is likely to cause any structural damage to the said flats or any other portions of the building.
5. It is hereby recorded that the owners and/or occupiers of the said building shall maintain the common areas and facilities mentioned in the THIRD SCHEDULE hereto and pay



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proportionate expenses for general daily maintenance of the said building mentioned in the FOURTH SCHEDULE hereunder written and the Purchaser shall pay the said expenses upon bills being raised by the Society or the Association.

6. The Purchaseer shall be entitled to all rights and privileges for use and enjoyment of the said flats as provided in the said building, in the similar way as the Vendor is now enjoying as owner of the said Flats.

7. Simultaneously with the registration of these presents, the Vendor has issued letters of Attornments in favour of the tenants directing the tenants to pay their respective rents of their tenanted portion to the purchaser in lieu of the Vendor on and from these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel or land measuring 2 Cottahs 10 Chittacks 10 Sq.ft. more or less together with brick built three storeyed building, within the limits of the Calcutta Municipal Corporation under Ward No. 77 comprised in Premises No. 19A, Kavi Md. Iqbal Road, within P.S. Ekbalpur, ADSRO Alipore, in the Dist. South 24-Parganas, butted and bounded in the manner as follows :

ON THE NORTH : By premises No. 23, Ekbalpur Road;

ON THE EAST : By 3' feet wide Common Passage;

ON THE SOUTH : By Ekbalpur Road;

ON THE WEST : By 18, Ekbalpur Road;



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THE SECOND SCHEDULE ABOVE REFERRED TO :(PART - I)

ALL THAT the Flat, one Shop and one Toilet on the Southern side of the Ground Floor consisting of Two Bed-room, One Sitting room, One Toilet, one Kitchen and one Store and One W.C. in the three storeyed building including all fixture and fittings and other installation lying therein fully occupied by tenants as mentioned in the Fifth Schedule written below together with the right to park a car in front of the building within the said Premises within Calcutta Municipal Corporation, Ward No. 77, ADSRO Alipore, under P.S. Ekbalpur, in the Dist. of South 24 Parganas, TOGETHER WITH undivided proportionate share or interest in the land, fully described in the FIRST SCHEDULE hereinbefore stated Together with undivided proportionate share in the common areas and facilities, mentioned in the THIRD SCHEDULE hereunder written.

(PART - II)

ALL THAT the Flat on Western side of the First Floor consisting of One Bed-room, one Sitting room, One Toilet, One Kitchen and Two Verandahs in three storeyed building including all fixture and fittings and other installations lying therein fully occupied by tenants as mentioned in the Fifth Schedule written below within the limits of the Calcutta Municipal Corporation, Ward No. 77, ADSRO Alipore, within P.S. Ekbalpur, in the Dist. of South 24 Parganas, TOGETHER WITH undivided proportionate share or interest in the land,



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fully described in the FIRST SCHEDULE hereinbefore stated Together with undivided proportionate share in the common areas and facilities, mentioned in the THIRD SCHEDULE hereunder written.

(PART - III)

ALL THAT the Flat on Western side of the Second Floor consisting of One Bed-room, One Sitting room, One Toilet, One Kitchen, One Store and Two Vera Jahs, including demarcated portion of roof of three storeyed building including all fixture and fittings and other installation lying therein within the limits of the Calcutta Municipal Corporation, Ward No. 77, ADSRO Alipore, within P.S. Ekbalpur, in the Dist. of South 24 Parganas, TOGETHER WITH undivided proportionate share or interest in the land, fully described in the FIRST SCHEDULE hereinbefore stated Together with undivided proportionate share in the common areas and facilities, mentioned in the THIRD SCHEDULE hereunder written.

Having total super built up area of three flats including one shop room and one toilet in the Ground floor stated above measuring 1006 Sq.ft. more or less particularly delineated in RED border in the map or plan annexed hereto, and common portion shown in YELLOW border thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. The entire land or space lying vacant within the said Premises mentioned in the First Schedule above.



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2. The spaces within the building comprised of the entrance therein, staircase, landings, lobbies, roof demarcated by 3 feet wall.
3. The foundation columns girders beams supports main walls the main gate of the premises and the Two passages on east and west side landings and the staircase.
4. The installation for common services such as the drainage system in the premises, water supply arrangements in the premises and electric connections and other Civic amenities if any in the premises.
5. Except pump motor and separate Water Tanks on the roof of the top floor of the building and under ground water reservoir and all other common, pipes, ducts and all apparatus and installations in the premises for common use.
6. All other areas facilities and amenities in the premises which are intended for common use.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

1. The expenses of Maintaning, Repairing, reconstructing and renewing the main structure and the drainage system, rain water discharge arrangements for supply of electricity and all common areas contained in the said holding.
2. Decorating, Painting, White Washing of the exterior part of the Building and Main Entrance.



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3. Cleaning and lighting of common portions including Drain.
4. Municipal Rates and Taxes, impositions, levies, excluding electric charges.
5. Such other expenses as may be necessary or incidental to the above expenses for the purposes of common enjoyment.

FIFTH SCHEDULE ABOVE REFERRED TO :

(THE TENANTED PORTION)

Tenant	Flat	Rent
i) P.K.Joseph	Ground Floor Southern side	Rs. 275/-
ii) M. Maity and T. Sarkar	Out House Shop on Western corner facing road side in Ground floor	Rs. 60/-
iii) B.Philip	First Flc Western side.	Rs. 275/-



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IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the withinnamed V E N D O R in the presence of :

1. S. K. Datta
Adv

2. Md. Umar.

[Signature]

SIGNED AND DELIVERED by the P U R C H A S E R abovenamed in the presence of :

1. S. K. Datta
Adv

2. Md. Umar.

General Hotel, Delhi Limited

[Signature]
Director

(SABIR MOHAMMED)

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs. 10,00,000/- (Rupees Ten Lacs) only being the total consideration money paid by the Purchaser to the Vendor herein as per Memo of Consideration below :

Rs. 10,00,000/-

:17:

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MEMO OF CONSIDERATION

1. By Cash. Rs. 10,000/-
2. By Pay Order No. 410696 dt.
3.5.2003 issued by UBI, Rs. 3,30,000/-
Mominpur Branch.
3. By Pay Order No. 410697 dt.
3.5.2003 issued by UBI, Rs. 3,30,000/-
Mominpur Branch.
4. By Pay Order No. 410698 dt.
3.5.2003 issued by UBI, Rs. 3,30,000/-
Mominpur Branch.

Total Rs. 10,00,000/-

RUPEES TEN LACS ONLY

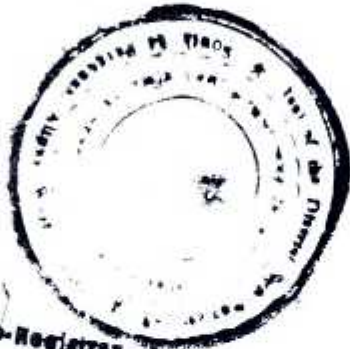
Witnesses :

1. S. K. Datta
Advocate.
602 Patra Office
Cal - 1
2. Md - Umar.
" / S. K. Kishor Kumar Sarani
Kul - 23.

Drafted by :

S. K. Datta
Advocate
WB/377/70

✓ Omab Karna



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