18717 16718

STAMP AFFIXED BY
30/8/90
STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE

4/9/90

Admissible under Rule 21 duly stamped
under the Indian Stamp Act 1899
as amended by W. Bengal

23.

22200.
3600.
Rs. 80
Total Rs. 25880.

A. 1969.
B. 55
Me. 25
Mb. 4
2053.

J1 50
J2 75
125

Deed filed

THIS INDENTURE made this 4th day of September One Thousand Nine Hundred and Ninety BETWEEN PURANMAL AGRAWAL alias Puranmal Agarwalla son of Ramanand Agrawal alias Ramanand Agarwalla by faith Hindu by occupation Business residing at No. B/285 Lake Garden Calcutta-700045 hereinafter referred to as "the VENDOR" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to include his heirs executors administrators and legal representatives) of the ONE PART AND 1) SMT. CHANDRAPRABHA DEVI

PODDAR.....

Presented for Registration at 4 pm
on the 4th day of Sept. 1990
at his / her residence
by Paran mal Agarwal.
alias Puran mal Agarwal.
The Exet

Puran Mal Agarwal
alias Puran Mal Agarwal

4.9.90

Puran Mal Agarwal
alias Puran Mal Agarwal

Puran mal Agarwal alias Puran mal Agarwal s/o Ramanand Agarwal of No. B/285 Lake Garden Cal Cutta 45

Suresh Kumar Agarwal

Suresh Kumar Agarwal.
S/o ~~Suresh Kumar Agarwal~~
Ramo nand Agarwal.
of No. B/285 Lake gardens
Cal- 45. Hindu Business.

4.9.90

PODDAR wife of Durgaprasad Poddar 2) SMT.ASHA PODDAR wife of Chandiprasad Poddar 3) SMT. KIRAN PODDAR wife of Gouri Prasad Poddar 4) SMT. RANJANA PODDAR wife of Shanti Prasad Poddar and 5) SMT. SEEMA PODDAR wife of Arvind Prasad Poddar all by faith Hindu by occupation Housewife all residing at No. 3/1, Krishna Behari Sen Street, Calcutta-700 073 hereinafter collectively referred to as "the PURCHASERS" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to include their and each of their respective heirs executors administrators legal representatives and assigns) of the OTHER PART:

W H E R E A S :

1. One Khundker Fazley Sobhan was at all material times and until as hereinafter mentioned absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the two storeyed brick built messuage tenement and dwelling house together with the piece or parcel of partly Mourashi Mokarari and partly Rayati Sthitiban land whereon or on part whereof the same are erected and built and containing an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. according to documents of title be the same a little more or less situate lying at and being Municipal Holding No. 133, Bansdroni Road, Tollygunge in the suburbe of the town of Calcutta and known as premises No. 1, Regent Grove in Mouza Khanpur, J.L. No. 46, Pargana Khaspur Police Station Tollygunge Sadar Sub-Registry Alipore in the District of 24-parganas appertaining to Re : Rayati Sthitiban land Touzi Nos. 151 and 152 and Khatian Nos. 160 and 267 being a portion of Plot No. 118 of the Government Cadastral Survey Settlement of Mouza Khaspur containing an

area.....

THE SEAL OF THE REGISTRAR OF CALCUTTA

area of 19 Cottahs 13 Chittacks and 38 Sq.ft. for which plot an annual rent of Rs.4-8-0 (Rupees four and annas eight only) is payable to the Superior landlords Harish Chandra Mukhopadhyay and others and appertaining to Re : Mourashi Mokarari Touzi Nos. 151 and 152 Khatian Nos.145 and 248 being a portion of plot No. 122 of the Government Cadastral Survey Settlement of Mouza Khanpur containing an area of 1 Bigha 2 Cottahs 1 Chittack and 8 Sq.ft. for which along with other lands an annual rent of Rs. 36/- (Rupees thirty six only) is payable to the Superior landlord Rai Bahadur Dwarka Nath Chakravarti (more particularly described in the Schedule to the Conveyance next hereinafter recited) and hereinafter referred to as the said land and building as and for an absolute estate of inheritance or an estate equivalent thereto free from all encumbrances and liabilities.

2. By an Indenture of Conveyance dated the 21st day of November 1945 and made between the said Khundker Fazley Sobhan therein referred to as the Vendor of the one Part and Srimati Kanan Devi therein referred to as the Purchaser of the Other Part and registered at the office of the Sadar Joint Sub-Registrar of Alipore in Book No. I, Volume No.56, at Pages 98 to 103 Being No. 3023 for the year 1945 the Vendor therein named for consideration therein mentioned sold and conveyed unto the said Srimati Kanan Devi ALL THAT the said land and building being Municipal Holding No. 133, Bansdroni Road, Tollygunge in the Suburbs of Calcutta and known as premises No. 1, Regent Grove, more particularly described in the Schedule thereunder written and delineated

in the.....

THE SEAL OF THE REGISTRAR OF CENTRAL

in the Map or Plan thereto annexed and thereon bordered Red TO HOLD the same unto the Purchaser thereinamed free from all encumbrances and liabilities but subject to the payment of the annual rent to the Superior Landlords thereinnamed.

3. Sometime in 1947-48 the public Road called Bansdroni Road was subsequently renamed as Netaji Subhas Chandra Bose Road, by the Tollygunge Municipality and the said Municipal Holding No. 133 Bansdroni Road was re-numbered and assessed as Municipal Holding No. 189/133, Netaji Subhas Chandra Bose Road, Tollygunge.

4. Thereafter the said Municipal Holding No. 189/133, Netaji Subhas Chandra Bose Road, Tollygunge was again re-numbered as Municipal Holding No. 189, Netaji Subhas Chandra Bose Road, Tollygunge. Subsequently the said Tollygunge Municipality merged with the Corporation of Calcutta and now known as the Calcutta Municipal Corporation.

5. Being thus seized in and sufficiently possessed of the said land and building being premises No. 189 Netaji Subhas Chandra Bose Road, Calcutta the said Smt. Kanan Debi erected and constructed or caused to be erected and constructed an one-storeyed and a two-storeyed building, four one-storeyed asbestos sheds, three one-storeyed C.I. Sheds, outhouses garages, servant's quarters and a temple thereon or on part thereof according a plan being building sanction No. 223(T) dated the 25th day of July, 1962 by the Corporation of Calcutta now known as the Calcutta Municipal Corporation.

6.....

THE SEAL OF THE REGISTRAR OF CERTIFICATE

6. Subsequently the said Smt.Kanan Devi further erected and constructed or caused to be erected and constructed two other R.T. sheds in the said premises or on part thereof as will appear from the records of the Calcutta Municipal Corporation.

7. Thus the said Smt.Kanan Devi became seised and possessed of or otherwise well and sufficiently entitled to ALL THOSE an one-storeyed and a two-storeyed brick built buildings, four one-storeyed asbestos sheds three one-storeyed C. I. Sheds, out houses, garages, servant's quarters, two R. T. Sheds and a temple Together With the land appertaining thereto and on actual measurement containing an area of 2 Bighas 2 Cottahs 13 Chittacks and 31 Sq.ft. but according to documents of title an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. more or less as hereinbefore mentioned be the same a little more or less situate lying at and being premises No. 189, Netaji Subhas Chandra Bose Road within the Municipal Limit of Calcutta more particularly described in the First Schedule hereunder written and hereinafter for the sake of brevity collectively referred to as the 'Entire Property' free from all encumbrances and liabilities but subject to the tenure governing the same.

8. The said two-storeyed building and the R.T. Sheds, CIT. Sheds, outhouses and garages and a temple at the back portion of the said Entire property are in the occupation of two monthly tenants namely Kailash Chand Chowdhury and Dalbir Chibber at the monthly rents of Rs. 2,000/- (Rupees two thousand) only and Rs. 800/- (Rupees Eight hundred) only respectively while

the.....

THE SEAL OF THE REGISTRAR OF CENTRAL

assigned and assured in favour of the Vendor herein Firstly ALL THAT the undivided 1/6th part or share of and in ALL THAT Two-storeyed brick built building tenement and dewlling house TOGETHER WITH the piece or parcel of land thereunto belonging whereon or part whereof the same are erected and built containing an area of 9 Cottahs 5 Chittacks and 31 Sq.ft. more or less being the divided and demarcated part or portion of the entire property being premises No. 189, Netaji Subhas Chandra Bose Road (formerly known as premises No. 189/133, Netaji Subhas Chandra Bose Road and prior thereto Premises No. 133, Bansdroni Road) more particularly described in Part-I of the Fourth Schedule thereunder written and Secondly ALL THAT the undivided 1/12th part or share in the common passage containing an area of 3 Cottahs 6 Chittacks and 25 Sq.ft. more or less in common with the owners and occupiers for the time being of the several parts or portions of the said divided and demarcated property shown in the map or plan annexed thereto and morefully and particularly mentioned and described in Part-II of the Fourth Schedule thereunder written at or for the consideration mentioned therein.

11. Thus the Vendor herein became absolutely seized and possessed of ALL THAT the said undivided 1/6th part or share in the said building tenement or dwelling house being divided and/or demarcated portion of the said premises No. 189, now numbered as 189/1/1 Netaji Subhas Chandra Bose Road Netaji Subhas Chandra Bose Road along with the undivided 1/12th part or share in the common passage in the said premises and hereinafter for the sake of brevity referred to as the said land building messuage and tenements.

12.....

THE SEAL OF THE REGISTRAR OF CENTRAL

12. The Vendor has agreed to sell and the Purchasers ~~has~~ have agreed to purchase ALL THAT the Vendor's 1/5th share out of Vendor's 1/6th undivided part or share ~~is~~ i.e Vendors 1/30th in the said building messuage and tenements along with the 1/60th undivided part or share in the common passage at or for the price of Rs. 1,80,000/- (one lakh eighty thousand) only free from all encumbrances attachments liens lispendens whatsoever. Subject to the existing tenancies as aforesaid.

NOW THIS INDENTURE WITNESSETH as follows :

1. That in pursuance of the said agreement and in consideration of the sum of Rs.1,80,000/- (Rupees one lakh eighty thousand) only paid by the Purchasers to the Vendor being the total consideration money of lawful money of the Republic of India in hand well and truly paid (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and forever discharge the Purchaser and the said property) ~~he~~ the Vendor doth hereby grant convey transfer assign and assure ALL THAT his undivided 1/30th part or share of and in ALL THAT the Two-storied brick built building tenement or dwelling house ~~described in the Third Schedule hereunder written~~ TOGETHER WITH the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 9 Cottahs 5 Chittacks and 31 Sq.ft. be the same a little more or less shown in the map or plan annexed hereto and thereon bordered 'Green" being Premise No 189/1/1 Netaji Subhas Chandra Bose Road. ~~'Red'~~ situated lying at and being the divided and demarcated part or portion of the said entire property being premises

No.....

THE SEAL OF THE REGISTRAR OF CENTRAL

and 189/1/1

No. 189, Netaji Subhas Chandra Bose Road (formerly known as 189 Netaji Subhas Chandra Bose Road prior thereto Premises No. 189/133, Netaji Subhas Chandra Bose Road and prior thereto premises No. 133, Bansdroni Road) within the Municipal Limits of Calcutta morefully described in Part-I of the Second Schedule hereunder written and Secondly ALL THAT the undivided 1/60th part or share of and in the common passage containing an area of 3 Cottahs 6 Chittacks and 25 Sq.ft. be the same a little more or less in common with the owners and occupiers for the several part or portions of the said divided and demarcated property shown in the map or plan annexed hereto and thereon bordered '~~Green~~ Red' more particularly described in Part-II of the Second Schedule hereunder written and the said undivided share in the property ~~and property~~ and the common passage are hereinafter for the sake of brevity collectively referred to as the said land messuage tenements hereditaments and premises OR HOWSOEVER OTHERWISE the said land messuage tenements hereditaments and premises or any part or parcel thereof now are or is or heretofore were or was situated butted and bounded called known numbered described or distinguished TOGETHER WITH ALL AND SINGULAR the out houses edifices buildings walls water watercourses and all manner or conditions or other rights lights liberties privileges easements advantages and appurtenances whatsoever to the said land messuage hereditaments and premises belonging to or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong or be appurtent thereto AND ALL THE estate right title interest property claim and demand whatsoever both at law and in equity of the Vendor in to upon or in respect of the said land messuage tenements

hereditaments...

THE SEAL OF THE REGISTRAR OF CENTRAL

hereditaments and premises and every part thereof and also all deeds pattahs and evidences of title writings and muniments whatsoever relating to or concerning the same or any part thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor or any person or persons from whom the can procure the same without any action or suit TO HAVE AND TO HOLD the said land messuage tenements hereditaments and premises and the inheritance thereof in fee simple free from all encumbrances whatsoever subject to the existing tenancies as aforesaid the said land messuage tenements hereditaments and premises hereby conveyed transferred or expressed or intended so to be TOGETHER WITH the appurtenances thereunto belonging unto and to the use of the said purchaser absolutely and forever AND the Vendor doth hereby covenant with the purchaser THAT NOTWITHSTANDING any act deed matter or thing by the Vendor done or executed or knowingly suffered to the contrary the the vendor is lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land messuage hereditaments and premises hereby granted conveyed transferred expressed or intended so to be and every part thereof without any manner or condition or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the the Vendor has good right full power and absolute authority to convey and grant the said land messuage hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid AND the purchaser shall and may at all times hereafter peaceably and quietly possess and

enjoy.....

THE SEAL OF THE REGISTRAR OF CLUBS

enjoy the said land hereditaments tenements messuages and premises 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 or equitably claiming from under or in trust for him the Vendor AND THAT the the said Vendor and all persons having or lawful claiming any estate or interest in the said land messuage hereditaments and premises or any part thereof from under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and execute all such acts deeds and things whatsoever for further and more perfectly assuring the said land messuage tenement hereditaments and premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required AND the Vendor doth hereby covenant with the Purchasers ~~her~~ their respective heirs and assigns that the Vendor ~~her~~ his heirs and assigns will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every request and at the cost of the Purchasers ~~her~~ their heirs and assigns produce or cause to be produced to ~~her or~~ them or their advocates or agents at any trial ~~hereof~~ hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings mentioned in the Third Schedule hereunder written for the purpose of showing her or their title to the said land messuage tenements hereditaments and premises hereby transferred conveyed or expressed so to be or any part thereof AND ALSO at the like request and cost deliver or cause to

be.....

THE SEAL OF THE REGISTRAR OF CERTIFICATES

be delivered unto the Purchasers ~~her~~ their heirs or assigns such attested or other copies extracts of or from the said deeds and writings or any of them as he/they may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled. The Vendor hereby indemnifies and keeps the Purchasers ~~her~~ their heirs executors administrators legal representatives and assigns fully and effectually indemnified against any loss and damages cost charges and expenses which the Purchasers may be put to or incurr or suffer by reason of any defect in the title of the Vendor to the said land messuage tenements hereditaments and premises hereby transferred or in case the Purchasers ~~her~~ their heirs executors administrators legal representatives and assigns are in anyway prevented from peaceful and quiet enjoyment of the said land messuage tenements hereditaments and premises by any person or persons claiming any estate right title or interest in the said land tenement messuage hereditaments and premises under or by virtue of any claim or demand for non-fulfilment of any of the terms and conditions by the Vendor or ~~her~~ his predecessor-in-title in the Conveyances recited hereinbefore or for non-compliance of any Statutory rules and regulations in respect of the said land tenement messuages hereditaments and premises.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THOSE one-storeyed and a two-storeyed buildings, four one-storeyed asbestos sheds, three one-storeyed C.I. Sheds outhouses, garages, servant's quarters, two one-storeyed R. T. Sheds and a temple TOGETHER WITH the piece or parcel of land thereunto belonging

whereon.....

THE SEAL OF THE REGISTRAR OF COMPANIES

premises No. 189 and 189/1/1, Netaji Subhas Chandra Bose Road (formerly known as 189 Netaji Subhas Chandra Bose Road prior thereto premises No. 189/133, Netaji Subhas Chandra Bose Road prior thereto premises No. 133, Bansdroni Road) within the Municipal Limits of Calcutta and delineated in the map or plan annexed hereto and thereon bordered 'Green' and butted and bounded in the matter following that is to say -

ON THE NORTH : By the portion of premises No. 189, Netaji Subhas Chandra Bose Road ;

ON THE SOUTH : By the R. T. Shed being portion of premises No. 189/1/1 Netaji Subhas Chandra Bose Road ;

ON THE EAST : Partly by premises No. 189 Netaji Subhas Chandra Bose Road and partly by premises No. 190, Netaji Subhas Chandra Bose Road ; and

ON THE WEST : Partly by the portion of premises No. 189/1/1 Netaji Subhas Chandra Bose Road and partly by the common passage leading from Netaji Subhas Chandra Bose Road.

PART - II

ALL THAT the undivided 1/12th part or share of and in the common passage containing an area of 3 Cottahs 6 Chittacks and 25 Sq.ft. more or less and shown in the said map or plan hereto annexed and thereon bordered 'Red' and butted and bounded in the manner following, that is to say -

ON THE NORTH : Partly by Netaji Subhas Chandra Bose Road and partly by Regent Grove ;

ON.....

THE SEAL OF THE REGISTRAR OF CLUBS

ON THE EAST : Partly by the portion of premises No. 189, Netaji Subhas Chandra Bose Road, and partly by 189/1/1 Netaji Subhas Chandra Bose Road.

ON THE SOUTH : By the demarcation portion of premises No. 189/1/1 Netaji Subhas Chandra Bose Road ; and

ON THE WEST : Partly by premises No. 189/1, Netaji Subhas Chandra Bose Road and partly by Netaji Subhas Chandra Bose Road.

THE THIRD SCHEDULE ABOVE REFERRED TO :

LIST OF DOCUMENTS

1. Original Indenture of Conveyance dated the 21st day of November 1945 and made between Khundker Fazley Sobhan of the One Part and Smt. Kanan Devi of the Other Part and registered at the Office of the Sadar Joint Sub-Registrar of Alipore in Book No. I, Volume No. 56 at Pages 98 to 103 Being No. 3023 for the year 1945.

2. Original Building Plan bearing Santion No. 223(T) dated the 25th day of July 1962 of the Corporation of Calcutta.

IN WITNESS WHEREOF the Vendor hath executed these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED by the VENDOR at Calcutta in the presence of :

Puran Mal Agrawal alias Puran Mal Agarwal

Balai Kumar Nandi
125B, Manicktala Sr. Calcutta

Suresh Kumar Agrawal
B/285, Lake Gardens
Calcutta-45

THE SEAL OF THE REGISTRAR GENERAL

RECEIVED of and from the within-named Purchaser the withinmentioned sum of Rs.1,80,000/- being the full consideration money as per memo below : Rs. 1,80,000/-

MEMO OF CONSIDERATION :

i)	By Pay Order No.036056 dated 30th August, 1990 issued by Bank of India, Chittaranjan Avenue Branch on account of Smt.Chandraprabha Devi Poddar in favour of the Vendor	Rs. 36,000/-
ii)	By Pay Order No.036045 dated 30th August, 1990 issued by Bank of India Chittaranjan Avenue Branch on account of Smt. Asha Poddar in favour of the Vendor	Rs. 36,000/-
iii)	By Pay Order No.036047 dated 30th August, 1990 issued by Bank of India, Chittaranjan Avenue Branch on account of Smt. Kiran Poddar in favour of the Vendor	Rs. 36,000/-
iv)	By Pay Order No.036052 dated 30th August, 1990 issued by Bank of India Chittaranjan Avenue Branch on account of Smt. Ranjana Poddar in favour of the Vendor	Rs. 36,000/-
v)	By Pay Order No.036049 dated 30th August, 1990 issued by Bank of India Chittaranjan Avenue Branch on account of Smt. Seema Poddar in favour of the Vendor	Rs. 36,000/-
		Rs. 1,80,000/-

(Rupees One Lakh Eighty Thousand only)

Witness:
P K Nandi.
Suresh Kumar Agrawal.

Puran Mal Agrawal alias
Puran Mal Agarwal

Prepared by me.
P K Nandi.
Deed Writer, Lemiye No 7/84
Calcutta RA.

THE SEAL OF THE REGISTRAR OF CHURCH

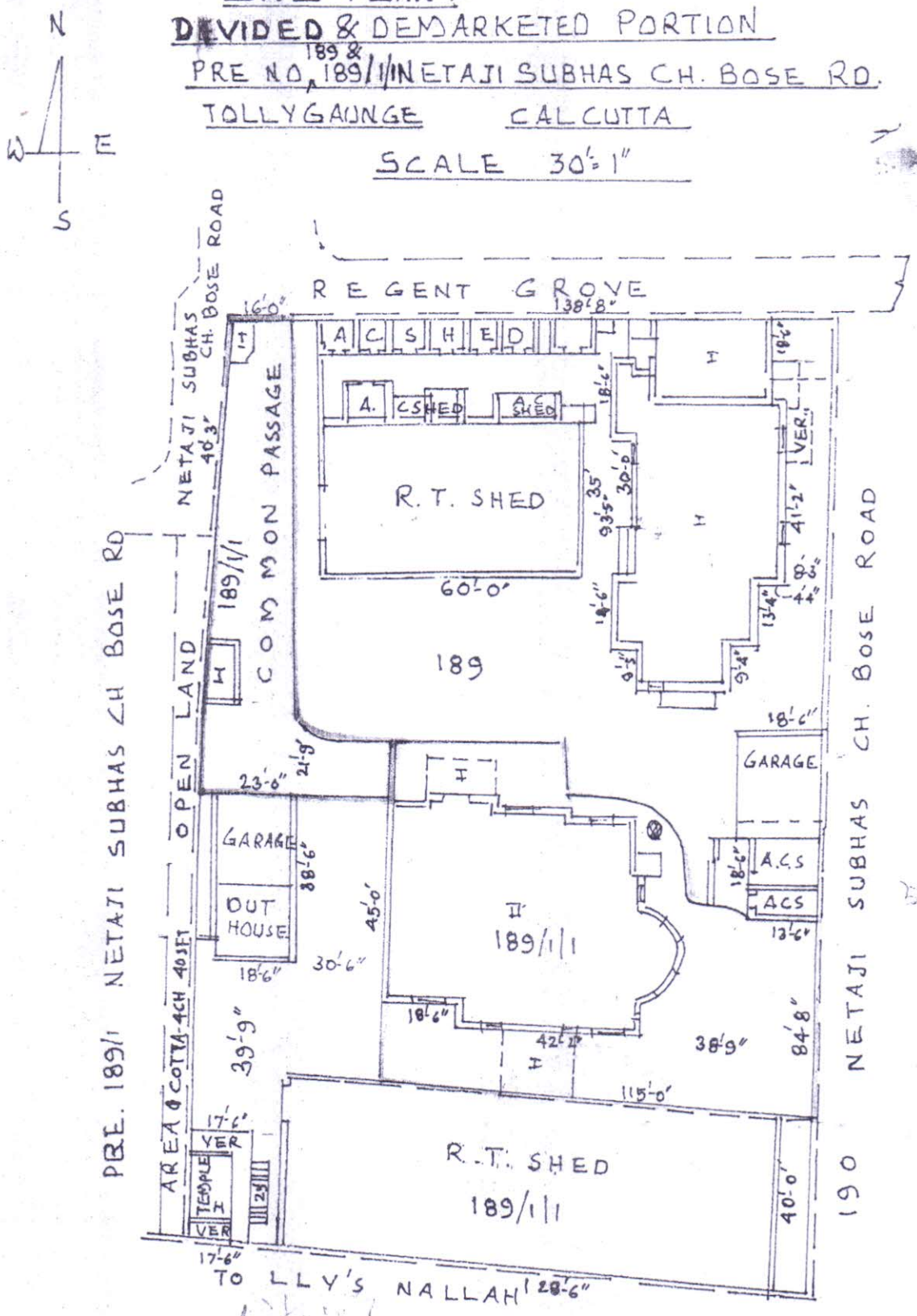
SITE PLAN :-

DEVIDED & DEMARKETED PORTION

PRE NO. 189 & 189/1/1 NETAJI SUBHAS CH. BOSE RD.

TOLLYGAUNGE CALCUTTA

SCALE 30' = 1"



NOTE :-

MARKED GREEN BORDER

AREA = 0' BIGHA 9 COTTA - 5CH - 31SFT

MARKED RED BORDER

AREA - 0' BIGHA - 3 COTTA - 6CH - 25 SFT
(COMMON PASSAGE)

Book No I

Volume No 588

3025-320

Being No 16718

For the year 1990

13/4/95

PU -

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6 x 1 = 24

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