

thousand Nine hundred and seventy four BETWEEN SM.SITA DEBT BERITA wife of Sri Gurday Berlin residing at No. 172, Chittaranjan — Avenue, Calcutta by religion Hindu by occupation Landnolder hereinafter called the "VENDOK" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs executors administrators and representatives) of the ONE PART AND PROMODE KUMAR AGARWAL son of Parmanand Agarwal residing at No. 61, Grand Trunk Koad, Lillooch, Howrah by faith Hindu by occupation student a minor under the age of 18 years represented by his father and natural guardian the said Parmanand Agarwal hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives

WHEREAS

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- By an Indenture of Conveyance dated the 20th day of June, 1964 made between Sm. Narayani Debi, Sm. Parameswari Debi and Sm. Godawari Debi therein described as the Vendors of the One Part and the Vendor therein described as the Purchaser of the Other Part registered in Book No. I Volume No.185 Pages 277 to 285 being No.6394 for the year 1965 in the office of the Registrar of Assurances Calcutta for the consideration therein mentioned the said sm. Narayani Debi, sm. Parameswari Debi and sm. Godawari Debi granted and conveyed unto and to the vendor All that divided piece or parcel of sthithiban land measuring an area of two bighas one cottah one chittack and thirty five square feet more or less to-gether with the brick built messuage hereditaments and premises standing thereon being a divided portion of the premises No.61, Grand Trunk Road, Lilloosh, Howrsh more particularly described in the schedule thereunder written and delineated in the plan annexed thereto and marked Red.
- 2. The Vendor purchased the said divided portion of the said premises No.61, Grand Trunk Road, Lillooah, Howrah out of her own personal and self acquired funds.
- 3. The Vendor is thus seised and possessed of and well and sufficiently entitled to an estate equivalent to an absolute estate of inheritance in fee simple in possession the said divided portion of the said premises No.61, Grand Trunk Road, Lillocah, Howrah.
- 4. The said divided portion of the said premises No. 61, Grand Trunk Road, Lillooah, Howrah purchased by the vendor as aforesaid is at present known and numbered as the premises No. 61/2, Grand Trunk Road, Lillooah, Howrah.

5. The Vendor has agreed with the Purchaser for an absolute sale to the purchaser of all that the piece or parcel of sthithiban land situate lying at and being a portion of the said premises No. 61/2, Grand Trunk Road, Lillooah, Howrah containing an area of seven cottahs twelve chittacks and sixteen square feet more or less to-gether with the brick built messuage hereditaments and premises standing thereon more particularly described in the schedule hereunder written and delineated in the plan hereto annexed and therein bordered Red at or for the price of Rs. 45,000/- (Rupees forty five thousand only) free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 45,000/-(Rupees forty five thousand) only of lawful money of Union of India to the vendor well and truly paid by the purchaser of or before the execution of these presents (the receipt whereoff; the vendor doth hereby and by the receipt hereunder writters to admit and acknowledge and of and from the same and every part thereof doth hereby for ever release and discharge the purchaser as well as the said premises intended to be hereby granted and conveyed) she the vendor doth hereby grant convey transfer sell assign and assure unto and to the use to purchaser free from encumbrances charges liens debts and attachments All That the piece or parcel of sthithiban land containing an area of seven cottans twelve chittacks and sixteen square feet be the same a little more or less to-gether with the brick built messuages hereditaments and premises and asbestos sheds standing thereon situate lying at and being a portion of the said premises No. 61/2, Grand Trunk Road, Lillooah, Howrah fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and therein bordered Red hereinafter

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hereinefter referred to as the said measuages lands tenements hereditaments and premises us HOWBURVER UTWERNIBE the said messuages land tenements hereditaments and premises now are or is or heretofore was or were butted bounded called known numbered described or distinguished TOGSTHER WITH all and singular the building outhouses asbestos sheds yards courts areas walls boundary walls and all ancient and other lights ways paths passages sewers drains walls waters watercourses and all menner of rights privileges essements seventages appendages and appurten ances whatsoever to the said messuages land tenements hereditaments and premises or any part thereof belonging or with the same or any part thereof now are or is or heretofore was or were held used occupied or enjoyed And all rents issues and profits thereof And all the estate right title interest property claim and demand whatsoever poth at law and in equity of the vendor in to upon or in respect of the said messuages land tenements hereditaments and premises and every part thereof And all deeds pattabs writings muniments and evidences of title exclusively relating thereto or any part thereof which how are or at any time hereafter may be in the possession power or control of be vendor or any other person or persons from whom the · vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the said messusges land tenements hereditaments and premises hereby granted and conveyed or expressed or intended so to be and every part thereof unto and to the purchaser for ever and absolutely free from all encumbrances And the femior doth herety povement with the purchaser that notwithstanding any sat deed or thing by the vendor made dome or executed or knowingly suffered to the contrary the ventor now hath good right and

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full and absolute power and authority and indefeasible title to grant the said messuages land tenements hereditaments and premises hereby granted and conveyed or expressed or intended so to be with appurtenances unto the purchaser in manner aforesaid And that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuages land tenements hereditaments and premises and every part thereof 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 her the vendor And that free and clear freely and clearly absolutely acquitted exonerated and released or otherwise and at the costs and expenses of the vendor well and suffi ciently indemnified of from and against all manner of claims charges liens debts attachments lispendens and encumprances whatsoever made or suffered by the vendor or any person or persons lawfully and equitably claiming as aforesaid And further that the vendor and all persons having or lawfully or equitably claiming any estate of interest in the said messuages land tenements hereditaments and premises or any of them or any part thereof from under or in Trust for her the vendor shall and will from time to time and at all times hereafter at the requests and costs of the 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 messuages land tenements hereditaments and premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall and may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL That the piece or parcel of sthithiban land measuring an area of Seven cottahs twelve chittacks and sixteen square feet

taments and premises standing thereon and thereunto belonging situate lying at and being a portion of the premises No.61/2, Grand Trunk Road, Lillooah, Howrah within the Municipality and Police Station Bally Registration Office Howrah in the District of Howrah and butted and bounded in the manner following, that is to say, On the North by the premises No.61, Grand Trunk Road On the East by a portion of the said premises No.61/2 Grand Trunk Road On the south by a portion of the said premises No.61/2, Grand Trunk Road and On the West by Grand Trunk Road Tully delinested in the plan hereto annexed.

IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed her hand and seal the day month and year above -

SIGNED SEALED AND DELIVERED

by the withinnamed Vendor at Calcutta in the presence of :

Rama chui Sharma

Site Airi Barka



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MECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rupees forty five thousand only being the full amount of consideration of the foregoing Conveyance as per memo below :

MEMO OF CONSIDERATION

Sita Deri Borlia

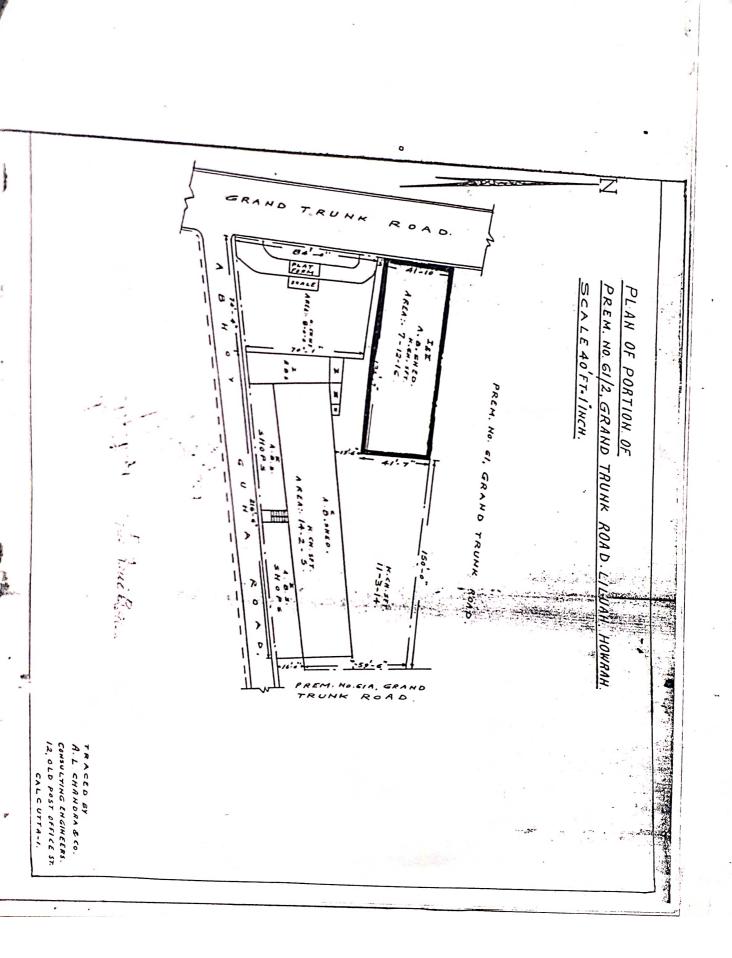
Witness:

Ramadleinghama (1202 ming in Bary)

Act.



THE STREET



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PRURT GHARD IS ON MERG PLAN OF PORTION OF 9 5 W. 9 . HIRMOH HAL

