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THIS INDENTURE made this / I day of December one thousand nine hundred and eighty-three BETWEEN JAGARISH PRASAD AGARWAL son of Parameswar Das Agarwal deceased And SURESH KUMAR AGARWAL son of Bajranglal Agarwal Hindu businessmen both residing at No.P-17, Dalimtala Lane in the town of Calcutta hereinafter collectively referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators and representatives) of the FIRST PART AND SMT.

INDRAVATI DEVI AGARWAL wife of Bajranglal Agarwal by creed Hindu by occupation business residing at No.199/5, Mahatma

Gandhi

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Gandhi Road in the "the ASSIGNOR" of Pitambar Lal Agar Street in the town CONFIRMING PARTY" MAGARWAL, Wife of 8 at No.3, Tara Chan ter referred to as excluded by or rep heirs, executors, of the FOURTH PART

WHERRAS one seised and possesso That the brick buil Whereon or on part lying at and being Calcutta free from an Indenture of Con 1910 and registered Calcutta in Book No for the year 1910 th consideration absolu Grant Lane, Calcutte by a Deed of Declar 5th day of August, 1 that the aforesaid ; by Mozzelle Ezekiel property in trust fo

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Candhi Road in the town of Calcutta hereinafter referred to as "the ASSIGNOR" of the SECOND PART AND ARJUN DASS AGARWAL son of Pitamber Lal Agarwal Hindu businessmen residing at No.10, Armenian Street in the town of Calcutta hereinafter referred to as "the - CONFIRMING PARTY" of the THIRD PART AND SHRIMATI SULCCULVA DEVI AGARWAL, wife of Sri Kamal Kumar Agarwal Hindu Lady residing at No.3, Tara Chand Dutt Street in the town of Calcutta hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives and assigns) of the FOURTH PART 4

one Herbert Askin Ballin was in his life time seised and possessed of or otherwise sufficiently entitled to All That the brick built messuage or dwelling house together with land whereon or on part whereof the same are creeted and built situate lying at and being premises No.2, Grant Lane in the town of Calcutta free from encumbrances and liabilities AND WHEREAS by an Indenture of Conveyance bearing date the 5th day of August, 1910 and registered in the office of Registrar of Assurances Calcutta in Book No.I Volume No.7, Pages 46 to 55 Being No.166 for the year 1910 the said Herbert Askin Ballin for valuable consideration absolutely sold and conveyed the said premises No.2, Grant Lane, Calcutta unto Maneckjee Dinshaw Majco AND WHEREAS by a Deed of Declaration of Trust and transfer bearing date the Sth day of August, 1910 the said Maneckjee Dinshaw Majoo declared that the aforesaid premises No.2, Grant Lane was in fact purchased by Mozzelle Ezekiel Solomon and he being a Benardar was holding the property in trust for the benefit of Mozelle Ezckiel Solomon and

by the ..

by the said Deed of Trust he transferred the said property to Mozelle Ezekiel Solomon AND WHEREAS by a Deed of Trust deted 9th August, 1910 the said Mozelle Ezekiel Solomon did grant transfer and convey the said premises No.2, Grant Lane, Calcutta to the said Mozelle Ezekiel Solomon Ezra Solomon Gubbey and Moses Solomon as Etrustees with power for sale of premises No.2, Grant Lane with consent of Mozelle Ezekiel Solomon AND WHEREAS by an Indenture of Conveyance bearing dated the 18th day of September 1913, the aforesaid Mozelle Ezekiel Solomon, Ezra Solomon Gubbey and Moses Solomon as the trustees as above in exercise of their authority to sell contained in the said Deed of Trust absolutely sold the premises No.2, Grant Lane, Calcutta to Joseph Issack Hyam and Harry Jones AND WHEREAS by an Indenture bearing the 18th day of pecember, 1914 made between the Calcutta Estates Ltd., of the First Part AND Joseph Issack Hyam And Harry Jones as owners of the Second Part Muzzletole Araon David And Sir Shapurj Broach of the Third Part And George Burgh Monair a Solicitor of the Fourth Part and registered in the Office of the Registrar of Assurances, calcutta in Book No.1, Volume No.98 at Pages 188 to 253 Being No. 277 for the year 1914 the aforesaid owners Joseph Issack Hyam and rry Jones to secure the due repayment of moneys raised on debengures at their behest by the aforesaid Calcutta Estates Ltd. conveyed and transferred the premises No.2, Grant Lane, Calcutta to the said George Burgh Monair with power to sell the same for elisation of the amount dues under the aforesaid debentures AND MIEREAS by an Indenture of Conveyance dated the 17th day of June, 1922 registered in the office of the Registrar of Assurances, melcutta in Book No.1, Volume No.61, Pages 251 to 272 Being No. \$66 for the year 1922 the said George Burgh Monair and Edulji Anshaw the trustees under the aforesaid Debenture Trust executed

Calcutta Estates Ltd. and others in exercise of their power of le did sell the said premises No.2, Grant Lane to Maneckjee nshaw Majoo and S.M.Majoo AND WHEREAS by an Indenture of Mortgage aring date the 17th day of June, 1922 registered in Book No.1, lume No.67, Pages 154 to 173 Being No.2867 for the year 1922 & Calcutta the said Maneckji Dinshaw Majoo and D.M.Majoo for ensideration therein mentioned mortgaged the premises No.2A, Grant ne, Calcutta to E.A.Hassim AND WHEREAS by a Deed of Assignment ated the 17th day of September, 1937 registered in Calcutta egistry Office in Book No.1 Volume No.130, Pages 18 to 24 Being No. 187 for the year 1937 the soid E.A. Hassim did assign the aforesaid Mortgage with all the Principal due thereon and interest payable thereunder and full benefit thereof together with the security in respect of the premises No. 2A, Grant Lane, (formerly No. 2, Grant Lane) Calcutta to Burjoe Dorhji Randelia AND WHEREAS the said Burjor Dorabji Randelia thereafter instituted a suit being suit No.581 of 1933 in the High Court of Judicature at Fort William in Bengal in its Ordinary Civil Jurisdiction against Maneckji Dinshaw Majoo Dinshaw Maneckji Majoo for sale of the aforesaid mortgaged property wherein after various proceedings had a preliminary decree and final decree for sale of the said premises No. 2A, Grant Lane were passed AND WHEREAS in the execution of the said final decree ..... the said premises No.2A, Grant Lane was put up for sale by Public auction and the property was purchased by Burjor Dorabji Randelia at the said public auction the said sale on being confirmed by the said Hon'ble High Court at Calcutta the certificate of sale bearing date 10th day of August, 1943 was issued to said Burjor Dorabji Randelia AND WHEREAS in execution of the decree passed in Suit No. 1295 of 1942 in the High Court at Calcutta wherein Mrs. Mrinalbala Ponnerjee a Trustee of the residuary estate of Woomesh Chandra

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bunerjee was plaintiff and Keki Maneckji Majoo and others were he defendants the premises No.2B, Grant Lane, (formerly No.3A and VIA and prior thereto No.3, Grant Lane) Calcutta was put up for ale and the same was purchased by Burjorji Dorabji Randelia AND HEREAS in the facts and circumstances aforesaid Burjorji Dorabji andelia became the absolute owner of the aforesaid premises Nos. A and 2B, Grant Lane, Calcutta AND WHEREAS by an Indenture of ease dated the 22nd day of June, 1974 registered at the Office of he Registrer of Assurences, Calcutta in Book No.1, Volume No.169 ages 37 to 45 Being No. 3693 for the year 1974 the said Burjorji orabji Randelia upon the terms and conditions therein appearing nd subject to the rents reserved by the said Deed of Lease dated 2nd June, 1974 did demise the said premises Nos. 2A & 2B. Grant ane, Calcutta to Nosher Behramji Randelia for a period of 99 ears AND WHEREAS on the 3rd February, 1975 the said Burjor Dorabji andella a Parsi by religion Zoroastrain died intestate leaving him urviving Nosher Behramji Randelia, Dorab Behramji Randelia and Mrs. heroo Patel who are his nephews and niece by his pre-deceased mother Behramji Dorabji Randelia as his only heirs and legal expresentatives according to the law of Succession applicable o the Parsis AND WHEREAS by an Indenture of Conveyance dated the **Oth day of December 1980** and made between the said Nosher Behramji mandelia and others therein referred to as the Vendors of the First art and the said Jagadish Prasad Agarwal and the said Suresh Kumar gazwal the Vendors herein therein referred to as the Purchasers of he Second Part and registered at the office of the Registrar of surance, Calcutta in Book No.1 Volume No.220 at Pages 154 to 168

Being No.7222 for the year 1980 the Vendors therein named for the consideration therein mentioned sold and conveyed unto and in favour of the Vendors herein the said premises No. 2A, Grant Lane (formerly No.2, Grant Lane) Calcutta more particularly described in the First Schedule thereunder written as well as in the First Schedule hereunder written absolutely and for ever subject nevertheless to the said Indenture of Lease dated the 22nd day of June, 1974 and also subject to a proposed Road alignment (on the road frontage of the said premises) of the Calcutta Improvement Trust but otherwise free from all encumbrances AND WHEREAS by two seperate Deeds of Surrender both dated the 20th day of December, 1980 and made between the said Nasher Behramji Randelia therein referred to as the Lessee of the One Part and Bajronglal Agarwal and Sonoarmal Agarwal of the Vendors herein respectively therein referred to as the Lessors of the Other Part and registered at the Calcutta Registration Office in Book No.1 Volume No.288 at Pages 156 to 164 Being No. 7223 for the year 1980 and in Book No.I, Volume No.288 at Pages 165 to 172 Being No.7224 for the year 1980 respectively the Lessee therein named surrendered the premises Nos. 24 & 2B, Grant Lane, Calcutta more particularly described in Schedules therein unto and in favour of the Lessors respectively therein named absolutely and for ever freed and discharge of all obligations under the said Indenture of Lease dated the 22nd June, 1974 but subject to the then existing tenancies thereunder written AND WHEREAS the Vendors are thus absolutely seised and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance the said premises No. 2A, Grant Lane, Calcutta free from all encumbrances and liabilities but subject to the then existing tenancies as

a foresaid .

aforesaid AND WHEREAS by a registered Agreement for Sale dated the 1st day of June, 1982 (herein referred to as the Principal Agreement) and made between the Vendors herein therein referred to as the Vendors of the One Part and the Assignor herein therein referred to as the Purchaser of the Other Part the Vendors for the consideration therein mentioned agreed to sell and the Assignor nerein agreed to purchase All That the messuages tenements and dwelling house together with the piece or parcel of land thereunto belonging situate lying at and being premises No.2A, Grant Lane more particularly described in the Schedule thereunder written as well as in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "said premises" at or for the price or consideration of Rs.3 lacs (Rupees Three Lacs) only free from all encumbrances but subject to the then existing tenancies and subject to the terms and conditions therein mentioned AND WHEREAS by the said Principal Agreement it was inter alia recorded that the Assignor had paid to the Vendors the sum of Rs. 3 lacs (Rupees three lacs) being the full amount of the consideration money by way of earnest subject to the Vendors making out a good marketable title to the said premises and that the sale and purchase of the said premises will be completed by one or more conveyances In favour of the Assignor and/or her nominee or nominees AND WHEREAS by the said Principal Agreement it was further recorded that the Assignor herein who was thereby nominated and/or appointed the constituted attorney of the Vendors would have the power to execute the conveyance or conveyances in her own favour or in the favour of Rher nominee or nominees, to apply and obtain necessary Income Cax Sclearance Certificate, to present such conveyance or conveyances for

registration, and to do all other things for the completion of the transaction on behalf of the Vendors AND WHEREAS by an Agreement for Assignment (herein referred to as the Collateral Agreement) bearing dated the 2nd day of September, 1983 and made between the said Sm. Indravati Devi Agarwal the Assignor herein therein referred to as the Assignor of the First Part and the said Jagadish Prasad Agarval and Suresh Kumar Agarval the Vendors herein therein referred to as the Confirming Parties of the Second Part and One Arjun Dass Agarwal the Confirming Party bordin therein referred to as the Assignee of the Third Part in consideration of a sum of No. 51,000/-(Rupees Fifty-one thousand) raid to the said Sm. Indravati Devi Agarwal as earnest by the said Arjun Dass Agarwal the Confirming Party herein, the Assignor horoin agreed to nominate the Confirming Party as her nominee under the said Principal Agreement for the value of additional consideration of Rs. 1 lac (Rupees One lac) only to be paid by the Purchaser to the Assignor herein to the intent that the Confirming Party and/or his nominee or nominees would be entitled to complete the sale and purchase of the said premises from the Vendors directly at or for the price or consideration of R.3 lacs (Rupees Three lacs) only in terms of the provisions and conditions of the said Principal Agreement and the Vendors herein (therein referred to as the Confirming Parties) concurred and confirmed the said nomination in favour of the Confirming Party herein AND WHEREAS in pursuance of the said Principal Agreement and the said Collateral Agreement the said Arjun Dass Agarval nominated and appointed Sm. Bimla Devi Agarwal, Sm. Bala Devi Agarwal and Sm. Sulochona Devi Agarwal as his nominees who have agreed to complete the sale and purchase of the said premises by

three several conveyances each of such conveyances being in respect of one equal undivided 1/3rd part or share of and in the said premises at or for the price of R.1 lac (Rupees One lac) under the Principal Agreement and R.33,334/- (Rupees Thirtythree thousand three hundred and thirty four ) by way of proportionate additional value or remuneration payable to the Assignor for release and assignment of the Assignors' rights interests claims and demands in respect of such undivided 1/3rd part or share of and in the said premises under the said Principal Agreement and the Collateral Agreement hereinbefore in part recited AND WHEREAS at the request of the Purchaser the assignor and the Vendors have agreed to enter into and execute these presents and the Confirming Party has agreed to join herein and assure and confirm the same in favour of the Purchaser in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 33,334/- (Rupess Thirty-three thousand three hundred and thirty-four ) well and truely paid by the Purchaser to the Assignor at or before the execution of these presents (the receipt whereof the Assignor doth hereby as well as by the receipt hereunder written admit and acknowledge) the Assignor doth hereby assign and release all her rights interests claims and demands under the Principal Agreement and the Collateral Agreement relating to the sale and purchase of All That the undivided 1/3rd part or share of and in All That partly one and partly two storied brick built messuages tenements or dwelling house Together With the piece or parcel of land or ground thereunto belonging and on part whereof the same is erected and built and containing by estimation an area of 12 Cottahs I Chittack and 7 Sq.ft. more or less including the passage leading to the caid dwelling house from Grant Land being premises No.24,

Grant Lane more particularly described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the "said property" and intended to be hereby conveyed freed and discharged from all obligations rights and interests claims and demands vested in the Assignor under the Principal Agreement and the Collateral Agreement hereinbefore in part recited in favour of the Purchaser to the end and intent that the Purchaser would be entitled to obtain the conveyance in respect of the said property as hereinafter appearing.

NOW THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.1,00,000/-(Rupees one lac) already received by the Vendors from the Assignor under the Principal Agreement hereinbefore in part recited and now at the request and direction of the Vendors reimbursed by the Purchaser to the Assignor (the receipt whereof the Vendors do and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and for ever discharge the Purchaser and the property hereby conveyed) the Vendors do and each of them doth hereby grant sell convey transfer assign and assure and the Assignor and the Confirming Party by their joining to these presents concur and confirm unto and in favour of the Purchaser All That the undivided 1/3rd part or share of and in All That partly one and partly two storied brick built messuage tenements or dwelling house Together With the piece or parcel of land or ground thereunto belonging and on part whereof the same is erected and built and containing by estimation an area of 12 Cottabs 1 Chittack and 7 Sq. ft. more or less including the passage leading

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to the said dwelling house from Grant Lane being premises No.24, Grant Lane more particularly described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the "said property" subject to the existing tenancies as aforesaid and subject to the proposed road alignment not exceeding 25' width in average by the 40' wide Road alignment scheme of the Calcutta Improvement Trust (hereinafter called the said Road Alignment) but otherwise free from all encumbrances and liabilities OR HOWSOEVER OTHERWISE the said property or any of them or any part thereof now are or is at any time or times heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH all paths, passages waters water courses, drains And all manner of former and other lights rights liberties easements, priviledges, emoluments, advantages and appurtenances whatsoever to the said property belonging or in anywise appertenances whatsoever to the said property belonging or in anywise appertaining or usually held, used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto respectively And the reversion or reversions, remainder or remainders and all the rents issues and profits thereof and every part thereof And all the legal incidents thereof And all the estate right title interest inheritance use property possession claim and demand whatsoever both at law and in equity of the Vendors into upon or in respect of the said property and every part thereof herein comprised and hereby granted and transferred and every part thereof And all deeds pottahs muniments writings and evidences of title which in anywise relate to the said property or any of them or any

part ...

part thereof which now are or hereafter shall or may be in the custody power or possession of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property and ALL AND SINGULAR other the property herein comprised and hereby granted sold conveyed transferred assigned and assured expressed or intended so to be together with all their rights members and appurtenances belonging thereto respectively unto and to the use of the Purchaser absolutely and for ever free from all mortgages, charges, liens, encumbrances and liabilities whatsoever, but subject to existing tenancies and subject to the said Read Alignment.

The Vendors do and each of them doth hereby covenant with the Purchaser (1) That the Vendors are absolutely seised and passeased of or otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever but subject to the existing tenancies and subject to the said Road Alignment (2) That the Vendors have good right full power absolute authority and indefeasible title to grant sell convey transfer assign and assure ALL AND SINGULAR the said property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever but subject to the existing tenancies and subject to the said Road Alignment and (3) That the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the said properties hereby granted

and .. ..

and transferred and receive and take the rents, issues and profits thereof and every part thereof without any lawful let suit trouble eviction interruption disturbance claim or demand whatsoever from of or by the Vendors or any other person or persons whatsoever (4) That free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors Well and sufficiently saved defended kept harmless and indemnified of from and against all estates charges mortgages pledges hypothecation liens lispendens debts attachments (including attachment under any certificate case or proceedings) execution encumbrances and liabilities whatsoever and That the Vendors and all persons having or lawfully or equitably claiming any right title or interest whatsoever in the said property or any of them or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute or cause to be made acknowledge and executed all such deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said properties and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

## THE FIRST SCHEDULE ABOVE REFERRED TO :

MALL THAT partly one and partly two storied brick built messuage tenement or dwelling house together with the piece or parcel of land or ground thereunto belonging and on part thereof the same is erected and built containing twelve cettahs one chittack and seven square feet more or less including the passage leading ....

leading to the said dwelling house from Grant Lane being premises No. 2A, Grant Lane (formerly known as No. 2, Grant Lane) comprising in revenue redeemed Holding No. 257, Block No. XVI in the Southern Division of Calcutta and bounded as per document on the North partly by Grant Lane, Partly by No.1, Grant Lane and partly by No. 2B, Grant Lane, on the West by partly by Nos. 80 and 81, Bentinck Street, and partly by Grant Lane, On the South by Nos.77, 77/1, 77/1/1, 77/1/2, 77/1/3, 77/2, 78, 78/1 and 78/2, Bentinck Street and on the East partly by No.3, Grant Lane and partly by Nos.4 and 5, Grant Lane and 9, Weston Street by recently bounded as pop Survey Report and plan submitted by the Surveyors on the North partly by premises No.1, Grant Lane partly by Grant Lane and partly by premises No.2B, Grant Lane and partly by No.9, Weston Street on the South by the premises Nos.77, 77/1, 77/1/1, 77/1/3, 77/2, 78, 78/1, and 78/2, Bentinck Street and on the West partly by the premises Nos.80 and 80/2, 80/4, 80/5 and 81/1 to 81/6, Bentinck Street and partly No.1, Grant Lane, Calcutta.

## THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the undivided 1/3rd part or share of and in All.
That partly one and partly two storied brick built messuage tenement or dwelling house together with the piece or parcel of land or ground thereunto belonging and on part thereof the same is erected and built containing twelve cottahs one chittack and seven square feet more or less including the passage leading to the said dwelling house from Grant Lane being premises No.24, Grant Lane (formerly known as No.2, Grant Lane) comprising in revenue redeemed Holding No.257, Block No.XVI in the Southern

Division .. ..

Division of Calcutta and bounded as per document on the North partly by Grant Lane, partly by No.1, Grant Lane and partly by No. 2B, Grant Lane, on the West by partly by Nos. 80 and 81, Bentinck Street and partly by Grant Lane, on the South by Nos.77, 77/1, 77/1/1, 77/1/2, 77/1/3, 77/2, 78, 78/1, and 78/2, Bentinck Street and on the East partly by No.3, Grant Lane and partly by Nos.4 and 5, Grant Lane and 9, Weston Street by recently bounded as per Survey Report and Plan submitted by the Surveyors on the North partly by premises No.1, Grant Lane partly by Grant Lane and partly by premises No.2B, Grant Lane and partly by No.9, Weston Street on the South by the premises Nos.77, 77/1, 77/1/1, 77/1/3, 77/2, 78, 78/1 and 78/2, Bentinck Street and on the West partly by the premises Nos.80 and 80/2, 80/4, 80/5 and 81/1 to 81/6, Bentinck Street and partly No.1, Grant Lane, Calcutta.

IN WITNESS WHEREOF the VENDORS, the ASSIGNOR and the CONFIRMING PARTY have hereunto set and subscribed their respective hands and seals the day month and year first above written.

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

Sustantia Rulliper for the Allend of the Allend of the Stand of the St

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SIGNED

SIGNED SEALED AND DELIVERED by 54/14/1 (SIX ()) of the ASSIGNOR at Calcutta in the presence of:

| The Assignor at Calcutta in the land on the condition of the

SIGNED SEALED AND DELIVERED by the CONFIRMING PARTY at Calcutta Agen 2015 Agrand

in the presence of :

Suthenda Kuma for Chapman by as

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.33.334/- (Rupees Thirty three thousand three hundred and thirty four ) only being the within mentioned consideration money expressed to have been paid by the Purchaser to the Assignor as per memo of consideration below :-

Rs. 33,334/-

MEMO OF CONSIDERATION

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RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.1,00,000/- (Rupees One lac) only being the within mentioned consideration money expressed to have been paid by the Assignor to the Vendors and reimburshed by the Purchaser to the Assignor as per memo of consideration below :-

Rs. 1,00,000/-

MEMO OF CONSIDERATION

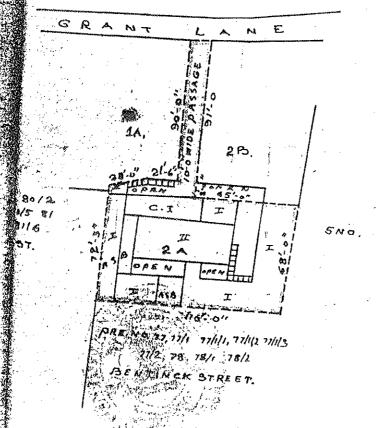
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ARJUN DASS AGARWAL

- A N D -

SMT. SULOCHANA DEVI ACTION

Sub-Registrar of Assurances
Calcutta.

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CONVEYANCE.



P.D.HIMATSINGKA & CO., Solicitors/Advocates. 6, Old Post Office Street Calcutta - 700 001.