

4943

D

4307

4



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

STAMP AFFIXED BY
H. S. S. S.
 STAMP SUPERINTENDENT,
 CALCUTTA COLLECTORATE.

[Faded purple stamp impressions]

23.74
 23 50
 23 96

 46
 A- 451
 E 7
 9- 55-
 wa- 25-
 Ab- 4-

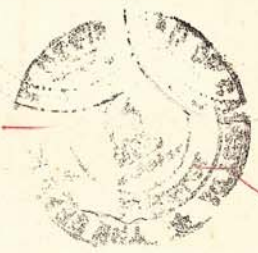
 542

[Handwritten signature]
 24-3-23

THIS INDENTURE made this 24th day of March
 One thousand Nine hundred and Ninety three BETWEEN
HARBHAIANLAL SETH, Son of Late Ram Kishan Seth, residing
 at 12, Lower Range, Calcutta, hereinafter called the
VENDOR (which expression or term shall unless repugnant
 or contrary to the subject or context mean and include
 his heirs executors administrators representatives and
 assigns) of the ONE PART AND PRASAD CASTINGS AND
BUILDCON PVT. LTD., a company incorporated under the
 Indian Companies Act, 1956 having its registered office
 at 21, Old Court House Street, Calcutta, hereinafter
 called the PURCHASER (which term shall unless excluded by

Contd..2

7-30 p.m. 24/3
Narek 93
Harebhajantal selh
Theore detant




[Illegible stamp]

24.3.97
Linton - ad vely
Harebhajantal selh
Sjokale Ram Keshan
Selh of 17/1 B, Madhu -
tan Building Mysore
Ad. cal. Harebhajantal selh

J. K. Bose
S. K. Bose
Advocate

J. K. Bose
Advocate




[Illegible stamp] 24.3.97

[Illegible stamp]

or repugnant to the context mean and include its' successors in office, executors, administrators, representatives and assigns) of the OTHER PART ;

WHEREAS by a Sale Deed dated 24th March, 1962 duly registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.64, Pages 107 to 116, Being No.1538 for the year 1962 the Vendor herein and Ramkishan Seth, Satpal Seth Kanwal Kishore Seth, Chamanlal Seth and Govardhandas Kapoor jointly purchased from Lalit Mohan Bhattacharya and another for the consideration therein mentioned a piece of Rayati Sthitiban land measuring 0.85 dec. comprised of plot No. 426 of Khatian No. 59 and another piece of Rayati Sthitiban land measuring 0.25 dec. comprised of Plot No.429 of Khatian No.216 situate in Mouza Ghoramara, Thana Serampore in the District of Hooghly and more particularly described in the Schedule hereunder written ;

AND WHEREAS by a Sale Deed dated 24th March, 1962 duly registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.1, Volume No.38, Pages 291 to 298, Being No.1539 for the year 1962, the Vendor and the aforesaid five persons jointly purchased from Smt.Mahamaya Debi for the consideration therein mentioned a piece of Rayati-Sthitiban land measuring 0.78 dec. out of 1.56 acres comprised of plot No.437, Khatian No.144 situate in Mouza Ghoramara, Thana Serampore in the District of Hooghly and more particularly described in the schedule hereunder written ;



AND WHEREAS by a Sale Deed dated 27th May, 1964 duly registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.1, Volume No.92, Pages 269 to 276, Being No.2969 for the year 1964, the Vendor and the aforesaid five persons jointly purchased from one Dharendra Nath Ghosh for the consideration therein mentioned a piece or parcel of Rayati Sthitiban land measuring 5 Bighas 4½ Cottahs and 2.60 chittacks comprised of plot No.438 Khatian No.158 situate in Mouza Ghoramara, Thana Serampore in the District of Hooghly and more particularly described in the Schedule hereunder written ;

AND WHEREAS by a Sale Deed dated 12th July, 1968 duly registered at the office of the Sub-Registrar, Serampore and recorded in Book No.1, Volume No.81, Pages 260 to 263, Being No. 6433 for the year 1968, the Vendor and the aforesaid five persons jointly purchased from Smt. Basanti Devi for self and as natural guardian of her minor son Ashok Kumar Singh, minor daughters Maya Debi and Raj Dulari Debi for the consideration therein mentioned a piece or parcel of Rayati-Sthitiban land measuring 0.0225 dec. comprised of Plot No.439, Khatian No. 201 situate in Mouza Ghoramara Thana Serampore in the District of Hooghly and more particularly described in the Schedule hereunder written ;

AND WHEREAS the Vendor had purchased undivided 23/160 of 14.375% share or part in all the aforesaid plots Nos. 426, 429, 437, 438 and 439.



Handwritten signature and a purple ink stamp.

AND WHEREAS the Vendor is thus jointly seized and possessed of and/or otherwise well and sufficiently entitled to having undivided share or interest to the extent of 14.375% part or share in all those pieces or parcels of Sali land containing a total area of 3.61 acres a little more or less comprising of plot Nos. 426, 429, 437, 438 and 439 situate in Mouza Ghoramara Police Station Serampore in the District of Hooghly.

AND WHEREAS by a Memorandum of Agreement dated the 9th day of August, 1981 the Vendor and his other co-owners agreed to sell to one Thakur Prasad since deceased, the father of the Purchaser, free from all encumbrances ALL THOSE pieces or parcels of Sali Land being Plot Nos. 425, 426, 429, 437, 438 and 439 comprised of Khatian Nos. 46, 138, 144, 149 and 158 containing a total area of 13 Bighas and 1 cottah equivalent to 4.32 acres be the same a little more or less situate in Mouza Ghoramara, and more particularly described in the Schedule hereto (hereinafter called the said property at or for the total price of Rs. 3,50,000/- (Rupees three lacs and fifty thousand only) and the said Thakur Prasad paid Rs. 2,00,000/- (Rupees two lacs) only as and by way of earnest money and/or part payment of the consideration to the Vendors.

AND WHEREAS the said Thakur Prasad after prolonged sickness died intestate on the 25th August, 1983 before



completion of the intended transaction of Sale leaving behind him his three sons SRI ARVIND KUMAR, SRI ASHOK KUMAR and SRI AJIT KUMAR and his only widow SMT. SUKHABASI DEBI, since deceased as his legal heirs who are now entitled to complete the aforesaid sale.

AND WHEREAS the aforesaid legal heirs of Thakur Prasad since deceased have nominated and appointed the Purchaser for the ~~xxxx~~ absolute purchase inter alia of the vendor's 11.375% part or share in plots No. 426, 429, 437, 438 and 439 measuring 3.61 acres at a price of Rs.82,000.00 and intimated the same to the vendors by their letter dated accordingly.

AND WHEREAS the vendor has now agreed to sell and the purchaser has agreed to purchase the undivided 14.375% part or share of the vendor in the said land (more fully described and mentioned in Schedule hereunder written) at or for the price of Rs.42,000/- (Rupees forty two thousand) only free from all encumbrances.

NOW THESE PRESENTS WITNESSETH :

I. In pursuance of the said Agreement and in



~~1/11~~ consideration of the total sum of Rs. 42,000/- representing the undivided 14.375% part or share of the Vendor paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admits and acknowledges and of and from the payment of the said and of every part thereof the Vendor doth hereby acquit release and every part thereof) the Vendor doth hereby grant transfer convey assign and assure unto the Purchaser ALL THAT his undivided 14.375% share or part of the said piece or parcels of land hereinafter more particularly described in the schedule hereto TOGETHER WITH paths passages walls enclosures trees woods fences hedges ditches tanks ponds water courses wells sewers drains rights liberties privileges easement benefits advantages and appurtenances thereunto belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied enjoyed or reputed to belong or be appurtenant thereto or known as part or parcel thereof and All the estate right title and interest property claim and demand whatsoever of the Vendor into out of or upon the said property or any or every part thereof And All deeds pattahs muniments writings instruments and evidences of title whatsoever exclusively relating to the same 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 it can or may procure



the same without action or suit TO HAVE AND TO HOLD the said property and every part thereof and all other the premises herein comprised and hereby granted transferred conveyed assigned and assured or expressed or intended so to be unto and to the Purchaser absolutely and for every free from all encumbrances whatsoever.

II. The vendor doth hereby covenant with the Purchaser as follows :-

1. The interest which he profess to transfer subsists and that he has good right absolute authority and full power to grant transfer convey assign and assure and the said property and every part thereof respectively unto the purchaser in manner aforesaid.
2. It shall be lawful for the Purchaser from time to time and at all times hereafter to quietly enter into and upon the said property and every part thereof and to enjoy the said property without any interruption claim or demand whatsoever by the Vendor or any person or persons whatsoever.
3. The said property is freed and discharged from or otherwise by the Vendor sufficiently



indemnified against all and all manner of encumbrances claims and demands whatsoever created occasioned or made by the Vendor or any person or persons claiming under or through him.

4. The Vendor and every person or persons having or lawfully claiming any estate right title or interest into or upon the said property or any part thereof shall and will at all times hereafter upon every reasonable request and at cost of the Purchaser make do acknowledge execute and perfect all such further and other lawful and reasonable acts deeds assurances matters and things whatsoever for further better and more perfectly assuring the said property unto the Purchaser in manner aforesaid as shall or may be reasonably required by the Purchaser.

5. The Vendor shall at the cost of the Purchaser give and render all facilities and assistance to the Purchaser for the purpose and join in all applications and documents for the purpose of mutation and/or apportionment of rents as may be required by the Purchaser.



2
[Illegible purple stamp]

THE SCHEDULE ABOVE REFERRED TO

ALL THAT undivided 14.375% share of part of the piece or parcel of Sali land which is still under cultivation having Rayati Sthitiban interest certaining an area of 3.61 acres more or less situate and lying in Mouza Ghoramara, Police Station Serampore ; Parganas - Boro ; Sub-Registry - Serampore ; J.L.No. 16, Revenue Survey No. 957, Fouzi No. 3989 in the District of Hooghly and comprised under Khatian Nos. Dag Nos. as per particulars below :-

| Sl. No. | Khatian No. | Dag No. | Area | Annual Rent payable to Govt. of W.B. | Boundaries |
|---------|-------------|---------|---|--------------------------------------|---|
| I. | 59 | 426 | 0.85 acres (2B, 11K, 5Ch & 25 Sq.ft.) more or less. | Total Rs. 6.37p. | North : By Plot Nos. 422 & 427 South : By Plot Nos. 425 & 437 (Part) East : By Plot No. 437 West : By Plot Nos. 423 & 424. |
| | 216 | 429 | 0.23 acres or 13K & 14Ch. more or less | 1.59 | North : By Guru Garden Road. South : By Plot No. 437 East : By Plot No. 430 West : By Plot No. 428 |

R.O.R.
Agri



Handwritten scribble above a purple stamp. The stamp contains the text "REGISTRAR GENERAL OF INDIA" and "OFFICE OF THE REGISTRAR GENERAL" in a stylized, possibly mirrored or inverted font.

| Sl. No. | Khatian No. | Dag No. | A r e a | Annual Rent payable to Govt. of W.B. | Boundaries |
|----------|-------------|----------|--|--------------------------------------|--|
| ✓ II. | ✓ 144 | ✓ 437 | 0.78 acres ($\frac{1}{2}$ sh.inl.56) or 2B,7K, 10 Ch.& 39 Sft.more or less | 3.50 | North : Plot Nos.427 & 429 South : Plot No.438 East : Plot Nos.439 & 437 (Part) West : Plot Nos.425 & 437 (Part) |
| III. | 158 | 438 | 1.73 acres or 5B-4-1/2 K & 2.60 Ch. more or less | 4.50 | North : By Plot No.437 South : By Plot Nos.440 & 445 East : By Plot No.448 West : By Plot Nos.425 & 439. |
| IV. | 201 | 439 | 0.0225 acres or 1 K, 5 Ch. more or less | 0.50p. | Western Portion forming out of 0.4 $\frac{1}{2}$ which is on the Eastern part of the Dag. |

R.O.R.
(H)

Sold area is 1.519 acre out of the total land 3.61 acres representing the undivided 14.375% part or share of the Vendor.

32
120

3840

1000



-: 11 :-

IN WITNESS WHEREOF the Vendor has hereunto set
and subscribed his hand and seal the day month and year
first above written ;

SIGNED, SEALED AND DELIVERED

Har Singh Gillani;

by the abovenamed Vendor

in the presence of :-

Chhatar Singh Hiraawat
Advocate

10, K. S. Roy Road
Calcutta - 1

J. V. A. A. A.,
Advocate
6 Old Post Office Street,
Calcutta.



Received by the abovenamed Vendors the withinmentioned consideration money of Rs.42,000/- (Rupees forty two thousand) only paid by the purchaser as per Memo of Consideration below :-

MEMO OF CONSIDERATION

Paid on 9.8.81 by Bank cheque No.
1015/389904 (A 389904) dated 8.8.81
issued by Grindlays Bank Limited, 21A,
Shakespeare Sarani, Calcutta - 700 017
being the earnest money

Rs.23,800.00

~~Rs.~~ Paid on 23.3.93 by draft No. 736192
dated 23.3.93 issued by Punjab & Sind Bank

being the balance of the consideration

Rs. 18,200.00

Rs. 42,000.00

(Rupees forty two thousand only)

WITNESSES:

C. S. Hiraawat, Adv.

P. V. B. Das, Adv.

H. S. Banerjee, Secy

Typed by :-

H. N. Maity
H. N. MAITY,
17, K. S. Roy Road,
Calcutta - 1



2
[Redacted text]

16/4

DATED THIS 24th DAY OF March 1993

[Handwritten signature]
166
4367448
4307
1993

I

4307

3/2c

[Large handwritten checkmark]

BETWEEN

HARBHAJANLAL SETH.....VENDOR

AND

PRASAD CASTINGS AND BUILDCON PVT.
LTD.....PURCHASER



20.12.93



[Handwritten signature]
2435

CONVEYANCE

Mr. C.S. Hirawat,
Advocate,
10, Kiran Sankar Roy Road,
Calcutta - 700 001.