

BETWEEN

SMT. SHANTA DEVI

... YENDOR

ANU

SMT. KAUSHALYA DEVI AGARWAL

... PURCHASER



CONVEYANCE



MR.A.K. CHO WUHARY,
AUVOCATE,
10,0LU POST OFFICE STREET,
CALCUTTA-700001.

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ASSI. Begistrar of Lesuroness

Purchasers the withinmentioned consideration money of R.2,00,000/- (Rupees Two lacs) only being the agreed consideration sum

8.2,00,000/-

# MEMO OF CONSIDERATION

Paid by Pay Order being No. 32790 dated 14th October 1996 drawn on Oriental Bank of Commerce, New Alipore Branch, Calcutta.

8.2,00,000/-

WITHESSES :

शान्दी देवी

C.N. Ron.

LTRAD



and subscribed her respective hand and seal to these presents the day month and year first above written.

## SIGNED SEALED AND DELIVERED

by the <u>VENDOR</u> at Calcutta in the presence of:

शान्ती देवी

CAI. Ren.
10. K.s. Roy Rd.
Cal-1

L. T. R. Ao

Blocks 24/1/13 S.ERLY Cd.43



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134/1079 Khatian No.065, R.S.No.180, Touzi No. 101, J.L.No.9 situate and lying at Mouza Sahapur, District 24-Parganas.

## THIRD SCHEDULE

ALL THAT undivided 1/9th share of piece and parcel of land measuring about 2.111 decimile and the brick built structure standing thereon comprising in Plot No.134/1079, Khatian No. 665 and Plot No.135/2562, Khatian No. 1033, Touzi No. 101, R.S.No. 180, J.L.No. 9 lying and situate as Mouza Sahapur, District 24-Parganas within the jurisdiction of South Subarban Municipality now Calcutta Municipal Corporation. The said 1/9th share of the said 19 Decimile of land referred to in Schedule I and II herein above is 2.111 decimal, equivalent to 1 cottah 4 chittachs 21 squarefeet.

IN WITNESS WHEREOF the Vendor has hereunto set



or any of the deeds and writings comprised in and which in his possession for the purpose of whosing title to the premises hereby granted or expressed so to be or any part thereof.

# THE SCHEDULE ABOVE REFERRED TO:

ALL THAT undivided 1/9th share or interest in the piece and parcel of land measuring about .05 decimile equivalent to 3 cottahs and 3 chittacks together with brick built structure standing thereon comprising in Plot No.135/2562 Khat an No.1033 now 1548 R.S.No.180, Touzi No.101, J.L.No. situate and lying at Mouza Sanapur, District 24-Parganas within the South Subarban Municipality, Sub-Registry Alipore.

## SECOND SCHEDULE

ALL THAT undivided 1/9th share or interest in the piece and parcel of land measuring about 14 decimile comprising equivalent to 8 cottahs 8 chittacks together with brick built structure standing thereon in Plot No.



against all manner of former and other estates mortgages charges liens, lispendens, claims, demands, attachments and proceedings including any certificate proceedings and liabilities and encumbrances whatsoever AND further that the yendor and all persons having lawfully or equitably claiming any estate right title interest property claim or demand whatsoever into or upon the said property hereby granted solu conveyed assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Venuor shall and will from time to time and all times hereafter at the request and cost of the Purchaser execute all such further and better acts deeds matter things and assurances for further and more perfectly effecting and satisfactorily granting conveying transferr ng assigning and assuring the said property and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required and the Vendor do hereby covenant with the Purchaser that they the vendor will unless prevented by fire or some other inevitable accident from time to time and all times hereafter upon and every reasonable request and at the costs of the Purchaser his heirs or assigns respectively produce or cause to be produced to him or his attorney or attorneys or agents or at any trial bearing commission, examination or otherwise as occasion shall require all



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without any act on or suit TO HAVE AND TO HOLD unto the Purchaser ALL THAT the said land absolutely hereby granted sold transferred conveyed or expressed or intended so to be unto and to the use of the purchaser forever and free from all encumprances and liabilities whatsoever and the Vendor do hereby covenant with the Purchaser that notwithstanding any act deed or thing done by the Vendor done of executed or knowingly suffered to the contrary the yendor now have good right full power absolutely authority and indefeasible title to grant sell, convey, transfer, assign and assure 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 and that the Purchaser shall and will at all times hereafter peacefully and quietly enter into hold and enjoy the said property and every part thereof and receive take the rents issues and profits thereof and every part thereof without any lawful hindrance eviction interruption disturbance claim and demand whatsoever from or by the Vendor or any other person or persons whatsoever lawfully or equitably claiming from under or in trust for the Vendor AND THAT free from all encumprances and liabilities whatsoever AND further that clearly and freely and absolutely acquitted exonerated discharged and released or otherwise well and sufficiently indemnified saved defendant kept harmless and indemnified of from and



within the Cakutta Municipal Corporation, more fully and particularly described in the Third Schedule hereunder written (hereinafter referred to as the said property) or Howsoever otherwise the said property or any part thereof now are or is or at any time heretorore were or was situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH all and singular the ways paths passages drains sewers waters and water courses and all manner of former and other rights liberties easements privileges profits appendages and appurtenances whatsoever to the said property belonging to or in any way appertaining or which with the same or any part of now are or at any time heretofore were or was held used occupied or enjoyed or accepted or reputed deemed taken or known as part parcel or number thereof or appurtenant thereto with their and every of their appurtenances AND ALL ESTATE right title interest inheritance use trust possession property, claim and demand whatsoever both at law or in equity of the Vendor of in and to the said premises and every part or parcel thereof with the appurtenant and all deed muniments writings and evidences of title which in any ways relate exclusively to the said property or any part thereof and which now are or hereafter shall or may be in the custody of possession of the yender and/or any other person or persons from whom the Vendor can or may procure the same



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share of the said premises at and for a consideration of a sum of Rs. 2,00,000/- (Rupees two lacs) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs. 2,00,000/- (Rupees two lacs) only of the lawful money of the Union of India well and truly paid by the Purchaser to the yenuor on or before execution of these presents (the receipts whereof the Vendor do and each of them doth hereby as also by the receipt hereinder written admit and acknowledge to have received and of and from the same and every part thereof the Vendor do hereby admit, release and discharge the Purchaser and the properties hereby conveyed), the Vendor do hereby grant, transfer, convey, assure and assign unto and in favour of the Purchaser ALL THAT the undivided 1/9th share of premises together with the brick built sturcture thereon situate and lying at No. 250, S.N. Roy Road, being the piece and parcel of land containing by ad-measurement 2.111 decimile equivalent to 1 cottah 4 chittacks and 21 square feet being the 1/9th share of 19 decimile more or less being Plot No. 135/2562 of Khatian No.1033 now 1548 and Plot No.134/1079 of Khatian No. 665 J.L.No.9, R.S.No.180, Touzi No.101, Mouza Sahapur, District 24-Parganas and Sub-Registry Office - Alipore, with the jurisuiction of South Subarban Municipality now



ALL THAT undivided 7/9th share of land measuring about more or less 19 (nineteen) decimile together with the brick built structure thereon comprising in Plot No. 135/2562, Khatian No.1033 now 1548 and Plot No. 134/1079, Khatian No.665, J.L.No. Mouja Sahapur, within the jurisdiction of South Subarban Municipality and at present under Calcutta Municipal Corporation morefully and particularly described in the Schedule therein, hereinafter referred to as the said property to the said Jonee in equal share.

- F. That the said St. Shanta Debi and Smt. kanta Devi retained undivided 2/9th share of the said property of their own and jointly seized and possessed the same peacefully uninterruptedly.
- G. Thus the Venuor is owned seized and possessed of and/or well and sufficiently entitled to ALL THAT undivided 1/9th share of the said premises and the brick built structure thereon free from all encumbrances, charges, liens, lispendens trust of whatsoever in nature.
- H. The Vendor has agreed to sell and the purchaser has agreed to purchase free from all encumbrances, charges, liens, lispendens, attachments, acquisition, requisition, trust of whatsoever nature ALL THAT the undivided 1/9th



in Plot No. 134/1079 Khatian No.005, Mouza Sahapur, J.L. No.9, R.S.No.180, Touzi No. 101, within the jurisdiction of South Subarban Municipality and at present under Calcutta Municipal Corporation more Tully and particularly described in the Schedule therein and also described in the SECOND SCHEDULE hereunder written.

- D. Sometimes in the year 1970, Smt. Rajeswar Debi died leaving behind Smt. Shanta Devi and Smt. Kanta Devi as her legal heirs and the said legal heirs duly inherited the property held by the said Smt. Rajeswar Debi (Kumari) in equal share.
- E. By a deed of gift executed on 15th January 1975, registered with the office of the Sub-Registrar Alipore, in Book No.1, Volume No.20, Pages 195-200 being No.211 for the year 1975 said Smt. Shanta Jebi wife of Sri Lalan Singh and Smt. Kanta Debi wife of gri Babban Singh, duly gifted transferred and conveyed unto and in lavour of Sri Hrishikesh Singh, Sri Kanchan Singh both are the sons of Sri Ram Abtar Singh, Sri Farid Behari Singh and Sri Subhas Singh all are the sons of Sri Ram Krishna Singh, Sri Banshidhar Singh, Sri Bijoy Pahadur Singh and Sri Lal Bahadur Singh all are the sons of Sri Ram Nagina Singh

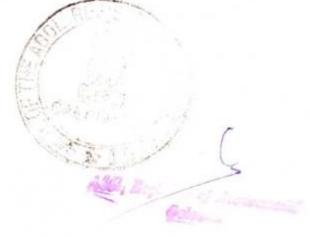


registered with the office of Sup-Registrar, Alipore in Book No.1, Volume No.40, Pages 115 to 117 being No. 1880 for the year 1966, one Sri Biswanath Singh son of Late Lachman singh resident of No. 250, S.N. Roy Road, Calcutta, therein described as Donor, duly gifted transferred, conveyed unto and in favour of Kumari Shanta Debi daughter of Sri Balkishan Singh therein described as Donee ALL THAT a piece and parcel of land measuring about more or less .07 (Seven) decimile out of 14 (fouteen) decimile together with the brick structure thereon comprising in Plot No. 134/1079, Khatian No.605, Mouza Sahapur, J.L.No.9, R.S. No.108, Touzi No.101 previously within the jurisdiction of South Supardan Municipality and at present under Calcutta Municipal Corporation morefully and particularly described in the Schedule therein and also described in the SECOND SCHEDULE hereunder written.

C. By deed of gift executed on 8th March, 1966, registered with the Office of Sub-Registrar, Alipore in Book No.1, Volume No.41, Pages 112 to 115 being No. 1881 for the year 1966, one Sri Biswanath Singh son of Late Lachman Singh therein described as Donor only gifted, transferred, conveyed unto and in favour of Kumari Kanta Debi daughter of Sri Balkishan Singh, therein described as Donee, ALL THAT a piece and parcel of land measuring about more or less .07 (seven) decimile out of 14 (fourteen)

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No. 1033 now 1548 Plot No. 135/2562 previously within the South Subarban Municipality Holding No. 3, and at present under Calcutta Municipal Corporation morefully and particularly mentioned in the Schedule therein and also described in the FIRST SCHEDULE hereunder written.

B. By a deed of gift executed, on 8th March, 1966

registered ...

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therein described as Purchaser of the Other Part for
the consideration mentioned therein granted transferred
conveyed assured and assigned unto and in favour of
said Smt. Rajeswar Kumari and Smt. Shanta Debi, ALL
THAT piece and parcel of land measuring about more or
less 5 (five) decimile together with brick build structure
thereon in J.L.No.9, R.S.No.180, Touji No.101, Khatian

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No.1, Volume 83 Pages 112 to 118 being No. 4195 for the year 1962, Bankim Chandra Samanta and Santosh Kumar Samanta all are sons of Late Rasik Lal Samanta therein described as Vendor of the One Part and Smt. Rajeswar Kumari daughter of Sri Biswanath Singh and Smt. Shanta Debi daughter of Sri Balkishan Singh

therein ...

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successors, administrators, representatives and assigns) of the OTHER PART:

### WHEREAS:

A. By an indenture dated 30th May 1902, registered with the Office of the Sub-Registrar, Alipore in Book

Kentaloupe Berr Agarras 230 5 or Ray 00 Les 38 OX 16 tog6 6 - unor



-: 3 :-

Rumar Agarwal residing at 230, S.N.Roy Road, Calcutta-38, P.S. Behala, District 24-Parganas (South), hereinafter referred to and called as 'PURCHASER' (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors,

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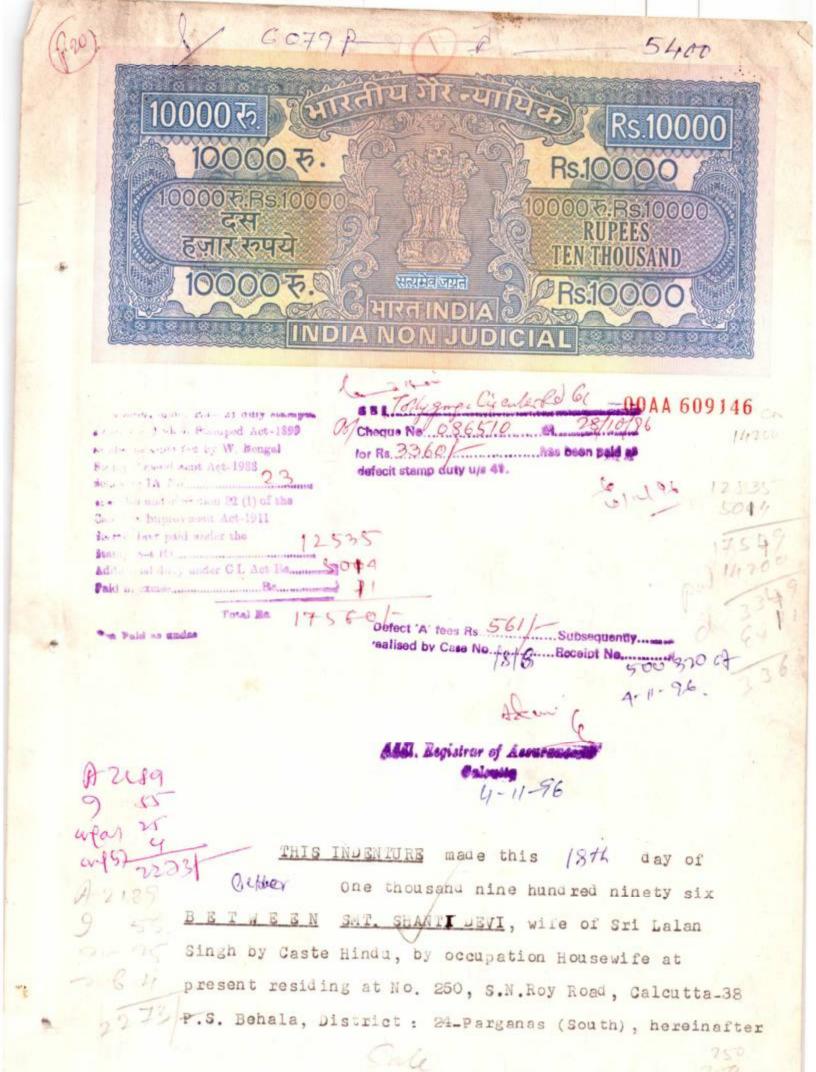
Believing



-: 2:-

referred to and called as "YENDOR" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, administrators, executors, representatives and assigns) of the ONE PART A N D SMT. KOUSHALYA DEVI AGARWAL, wife of Kishore

a sustalayor Der Agarrae 2.70 Sor May 00 (2) 35 16 10 96. twon ? - Geno c Presented for Registration as 1 25 1 Cyour on the I Solder of California Bry Stocker Deri ag And Revisirar of Acousans 18-1096 Thanks their wyo शान्सी देवी Calan Suga of 250 S. W Roy av 601. शान्ती देवी 1. Rao go Rawan Thao das g J. ERligh Ram has Colorny Gerden Revel, SERY Carlos Jand Recip. Cal 43 Sous.



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