

DATED THIS 18th DAY OF OCT 1996

BETWEEN

ASHA DEVI SINGH

VENDOR

AND

SMT. KOUSHLYA DEVI AGARWAL

••• PURCHASER

CONVEYANCE

ASO, Registrar of Assertance

AAA, Registrer of Assurances

c2/12/18

MR. A.K. CHOWDHURY
Advocate

10, Old Post Office Street
Calcutta - 700 001.

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AGD, Espisiter of Assurances

RECEIVED of and from within named

Purchaser the within mentioned

consideration money of Rs.2,00,000/
(Rupees Two lacs) only being the

agreed consideration as per memo

below:

Rs.2,00,000.00

MEMO OF CONSIDERATION

Paid by Bank Pay Order being No.320791 dated 14.10.1996 drawn on Oriental Bank of Commerce, New Alipore Branch, Calcutta.

Rs.2,00,000.00

Rs.2,00,000.00

(RUPEES TWO LACS ONLY).

WITNESSES:

C.N. Ran.

L.T RAO

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Asonsh



of South Subarban Municipality now Calcutta Municipal Corporation. The said 1/9th share of the said .19 Decimals of land referred to the Schedule I and II hereinabove is 2.111 Decimals equivalent to 1 Cottah 4 Chittacks and 21 Square Feet approximately.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed her 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 :

Asonh

G.N. Rui 10. K. S. Roy Rd. Cal-1 L. T. R. AO Blac No 74/1/13 S. E. R LJ. Cal 43



THE FIRST SCHEDULE ABOVE REFERRED TO

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

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT undivided 1/9th share or interest in the piece and parcel of land measuring about .14 decimals equivalent to 8 Cottahs 8 Chittacks together with brick built structure standing thereon comprising in Plot No. 134/1079, Khatian No.665, R.S. No.180, Touzi No.101, J.L. No.9 situate and lying at Mouza Sahapur, District 24-Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT undivided 1/9th share of piece and parcel of land measuring about 2.111 decimals and the brick built structure standing thereat comprising in Plot No.134/1079, Khatian No.665 and Plot No.133/2562, 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

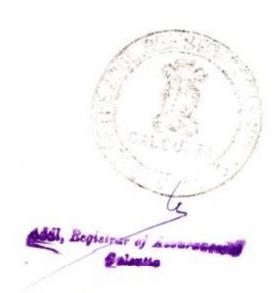


of form and against all manner of former and other estate mortgages charges liens, lispendens claims demands attachments and proceedings including any certificate proceedings and liabilities and encumbrances whatsoever AND further that the Vendor and all person having lawfully or equitably claiming any estate right title interest property claim or demand whatsoever into or upon the said property hereby granted sold conveyed assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor 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 transferring assigning and assuring the said property and every part thereof unto and to the use of the Purchaser as shall or may be reasonably requered 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 occation shall require all 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.



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can or may procure the same 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 encumbrances 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 Vendor now have good right full power absolutely authority and indefisible title to grant a 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 encumbrances 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



District 24-Parganas and Sub-Registry Office Alipore, within the jurisdiction of South Subarban Municipality now within the Calcutta 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 heretofore 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 evidence 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 Vendor and/or any other person or persons from whom the Vendor



agreed to purchase free from all encumbrances, charges, liens lispendence, attachments acquisition requisition trust of whatsoever nature ALL THAT the undivided 1/9th share of the said premises at and for a consideration of a sum of Rs.2,00,000/- (Rupees Two lacs) only,

NDW THIS INDEMTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs.2,00,000/-(Rupees Two lacs) ohly of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor on or before execution of these presents (the receipts whereof the Vendor do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge to have receive 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 infavour of the Purchaser ALL THAT the undivided 1/9th share of premises together with the brick built structure thereon situate and lying at No.250, S.N. Roy Road, being the piece and parcel of land containing by admeasurement 2.111 decimals equivalent to 1 Cottah 4 Chittacks and 21 Square Feet approximately being the 1/9th share of 19 decimals more or less being Plot No. 135/2562 of Khatian No.1033 and Plot No.134/1079 of Khatian No.665, J.L. No.9, R.S. No.180, Touzi No.101 Mouza Sahapur,



together with the brick build structure thereon comprising in Plot No.135/2562, Khatian No.1033 now 1548 and Plot No.124/1079, Khatian No.665, J.L. No. Mouja Sahapur, previously 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.

- F. Farid Bahadur Singh died on leaving behind his wife Smt. Asha Debi Singh being the legal heir and the said Smt. Asha Debi Singh inherited and/ or acquired the said 1/9th share in the said .19 decimals of land and the brick built structure thereon.
- G. That the said Smt. 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.
- H. Thus the Vendor 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 lispendece trust of whatsoever in nature.
- The Vendor has agreed to sell and the Purchaser has



J.L. No.9, R.S. No.180, Touzi No.101 previously within the jurisdiction of South Subarban 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.

- D. Sometimes in the year 1970, Smt. Rajeswar Kumari 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 (Kunwar) in equal share.
- E. By a deed of gift executed on 15th January, 1975, registered with A/D the office of the Sub-Registrar Alipore, in Book No.I, Volume No.20, Pages 195 to 200 being No.21l for the year 1975 said Smt. Shanta Devi wife of Sri Lalan Singh and Smt. Kanta Devi wife of Sri Babban Singh, duly gifted transferred and conveyed unto and infavour 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 Bahadur Singh and Sri Lal Bahadur Singh all are the sons of Sri Ram Nagina Singh ALL THAT undivided 7/9th share of land measuring about more or less 19(nineteen) decimals



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 Bonee, ALL THAT a piece and parcel of land measuring about more or less .07 (seven) Decimals out of 14 (fourteen) decimals together with the brick built structure thereon comprising in Plot No.134/1079 Khatian No.665, Mouza Sahapur, J.L. No.9, R.S. No.108, Touzi No.101 previously within the jurisdiction of South Subarban Municipality and at present under Calcutta Municipal Corporation morefully and particularly described in the Schedule therein and also described in the

tered with the office of Sub-Registrar Alipore in
Book No.I. 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 duly
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) decimals out of 14 (forteen) decimals together
with brick built structure thereon comprising in
Plot No.134/1079, Khatian No.665 Mouza Sahapur,

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ARSI, Registrar of Assurance



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the Schedule therein and also described in the First Schedule hereunder written.

B. By a deed of gift executed on 8th March, 1996
registered with the office of Sub-Registrar Alipore
in Book No.I, 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.

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(6)

piece and parcel of land measuring about more or less 5 (five) decimale together with brick built constructed in the great 19 1 structure thereonyin J.L. No.9, R.S. No.180, Touji No.101 Khatian 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

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(5)

the One Part and Smt. Rajeswar Kumari daughter of Sri Biswanath Singh and Smt. Shanta Debi daughter of Sri Balkishan Singh therein described as Purchasers of the Other Part, for the consideration mentioned therein granted transferred conveyed assured and assigned unto and infavour of said Smt. Rajeswar Kumari and Smt. Shanta Debi, ALL THAT

AND, Registrar of According



(4)

WHEREAS:

A. By an indenture dated 30th May 1962, registered with the office of the Sub-Registrar Alipore in Book No.I, Volume No.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 Vendors of

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(3)

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

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(2)

"VENDOR" (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 Kishor Kumar Agarwal residing at 230, S.N. Roy Road, Calcutta - 700 038, P.S. Behala, District 24-Parganas (South)

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THIS INDENTURE made this 18th day of Oct

Agras One thousand Nine hundred Ninety Six BETWEEN ASHA DEVI SINGH wife of Late Farind Behari Singh by Caste Hindu, by occupation Housewife present residing at 250, S.N. Roy Road, Calcutta - 700 038, P.S. Behala, District 24-Parganas (South), hereinafter referred to and called as