

Register No. 1
Book No. 153
Volume No. 361
Page No. 374
Serial No. 5436
Year 1996

DATED THIS 18th DAY OF Oct 1996

B E T W E E N

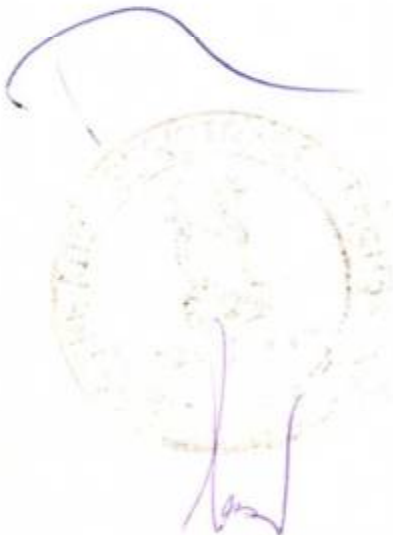
SMT. KANTA DEVI

.. VENDOR

A N D

SMT. KOUSHALYA DEVI AGARWAL

.. PURCHASER



Asst. Registrar of Assurances
Calcutta

14/12/98



Asst. Registrar of Assurances
Calcutta

C O N V E Y A N C E

MR. A. K. CHOWDHARY
Advocate,
10, Old Post Office Street
Calcutta-700 001.

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241



1863, Registrar of Assurances
Calcutta

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RECEIVED of and from within mentioned
purchaser the within mentioned
consideration money of Rs. 2,00,000/-
(Rupees two lacs) only being the agreed
consideration sum.

Rs. 2,00,000/-

MEMO OF CONSIDERATION

Paid by Bank Pay order being No. 320789
dated 14th October 1996 drawn on
Oriental Bank of Commerce, New Alipore
Branch, Calcutta.

Rs. 2,00,000/-

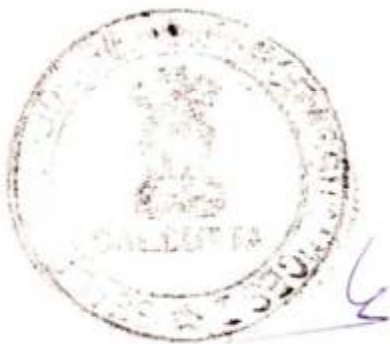
WITNESSES :

1. Bal Krishna Bajaj
18, Mullick St.
Cal. 700007

2. DIPAK K.K. AGARWAL
Block - B, P-94
LAKETOWN, CAL-89.

LTI of Kanta Debi
By the pen of
H.K. Chaudhary





REGISTRAR OF ASSURANCES
Calcutta

THIRD SCHEDULE :

ALL THAT undivided 1/9th share of piece and parcel of land measuring about 2.111 Decimals and the brick built structures standing thereon comprising in Plot No.134/1079, Khatian No.665 and Plot No.135/2562, Khatian No.1033 now 1548, 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 Suburban Municipality now Calcutta Municipal Corporation. The said 1/9th share of the said 19 Decimals of land referred to in Schedule I and II herein above 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 VENDOR at Calcutta in
the presence of :-

Bal Krishna Bajaria
18, Mullick St,
Cal-700002.

Dipak K. AGARWAL
Block-B, P-94
LAKETOWN, CAL-89.

LTI of Kanta Devi
By the pen of
Mr. Chaudhary.





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REGISTRAR OF ASSURANCES
CALCUTTA

comprised in and which in her 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 :

FIRST SCHEDULE

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 now 1548 R.S. No.180 Touzi No.101, J.L. No. situate and lying at Mouza Sahapur District 24-Parganas within the south Suburban Municipality, Sub-Registry Alipore.

SECOND SCHEDULE

ALL THAT undivided 1/9th share or interest in the piece and parcel of land measuring about 14 Decimals equivalent to 8 Cottahs 8 Chitacks 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.



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Calcutta

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 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 her heirs or assigns respectively produce or cause to be produced to her or her attorney or attorneys or agents or at any trial bearing commission, examination or otherwise as occasion shall require all or any of the deeds and writings

comprised



U.S. Department of Agriculture
1914

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 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 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 of from and against all manner of former and other estates mortgages charges liens, lispensens claims demands

attachments



62

REGISTRAR OF ASSURANCES
MALACCA

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 in 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 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



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~~Offl. Registrar of Accounts~~
~~Calcutta~~

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 ad-measurement 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 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, within the jurisdiction of South Suburban 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....



157, Registrar of Companies
Madras

- F. 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.
- G. 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 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 lispendenses, 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 ;

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 Vendor on or before execution of these presents (the receipts whereof the Vendor do and each of them doth

hereby ...



43. English / American
Library

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 Devi wife of Sri Lalan Singh and Smt. Kanta Debi 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 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, previously within the jurisdiction of South Suburban Municipality and at present under Calcutta Municipal Corporation more fully and particularly described in the Schedule therein hereinafter referred to as the said property.

F. ...



1952 Registrar General of India
New Delhi

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 duly gifted, transferred conveyed unto and in favour of Kumari Kanta Devi 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 (Fourteen) decimals together with brick structure thereon comprising in Plot No.134/1079 Khatian No.665 Mouza Sahapur, J.L. No.9, R.S. No.180, Touzi No.101 prviously within the jurisdiction of South Subrurban 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



add. department of environment
GATEWAY

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 with the office of Sub-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) 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 Suburban Municipality at present under Calcutta Municipal Corporation more fully and particularly described in the Schedule therein and also described in the SECOND SCHEDULE hereunder written.

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Treasurer

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of land measuring about more or less 5(Five) Decimals together with brick built structure thereon in J.L. No.9, R.S. No.180, Touzi No.101 Khatian No.1033 Plot No.133/2562 previously within the South Suburban Municipality Holding No.3, and at present under Calcutta Municipal Corporation, morefully and particularly mentioned

in

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Kankhalaya Devi Agarwal
230 S. or (Ref. of) Law 38

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1111, Registrar of Assurances
Kerala



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described as Purchaser 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 piece and parcel

of

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Kankhalaya Desi Agarnal
230 S a Pop to low 38

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G. K. K. K.
K. K. K. K.
K. K. K. K.
K. K. K. K.



Registrar of Accounts
Kolkata



- : 5 : -

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

described

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REG. Registrar of Companies
Calcutta



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and assigns) of the OTHER PART :

WHEREAS :

- A. By an Indenture dated 30th May 1962, registered with the office of the Sub-Registrar Alipore in Book No.1, Volume No.83 pages 112 to 118

being

18696
Kumbhalgarh Iswar Agarwal
230 S. or K. or D. and 30
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W
Treasurer

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6 ———— leave
6 ————
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143. Registrar of Assurances
Calcutta



- : 3 : -

Road, Calcutta-700 038, 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 her heirs,
 executors, successors, administrators, representatives

and

18696
K. K. Mahalingam Venk. Agarwal
730 S. or Day St. Case 38

187096

W

[Handwritten signatures]
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Calcutta



- : 2 : -

(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 Kumar Agarwal residing at 230 S.N. Roy

contd...3.

18596
Kamthappa Devi Agarwal
230 S. ...
... 38

16-10-96

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presented for Registration at
the Calcutta Registration Office
on the 18th day of Oct 1941

Brijlal Basu Singh
The Debut



18.10.96

Kamta Devi

by the pen of
A.C. Chaudhary

Balban Singh

250 S. ...
Cal.

1941



LTI of Kamta Devi
by the pen of
A.C. Chaudhary

T. Rao by name
...
Coram Garden, ...
Calcutta

187. Registrar of Assurances
Calcutta

18.12.96

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Stamp duty stamp
 Managed Act-1899
 by W. Bengal
 Act-1988
 Section 23
 Section 21 (1) of the
 Stamp Act-1911
 under the
 Stamp Act-1911
 under C.I. Act-1911
 under C.I. Act-1911
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12535	
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Total Rs.	17565

681 To His Honor Circular No. 00AA 609148
 Cheque No. 088504 dated 28/10/96
 for Rs. 3360/- has been paid as
 deficit stamp duty u/s 41.

371196
 12535
 5014
 17549
 paid 14200
 3349
 571196

Defect 'A' fees Rs. 561/- Subsequently realised by Case No. 1876 Receipt No. 500338

REG. Registrar of Assurances
 Calcutta
 5-11-96

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THIS INDENTURE made this 18th day of October
 One Thousand Nine Hundred Ninety-Six BETWEEN
SMT. KANTA DEVI wife of Babban 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 "VENDOR"

2000000
 250700/-
 1996