

DATED THIS 18th DAY OF OCT

1996

BETWEEN

MRISHIKESH SINGH

VENDOR

AND

SMT. ANITA DEVI AGARWAL

PURCH ASER

AAN Registrar of Assistances

8.12.98

CONVEYANCE



MR. A. K. CHOWDHURY
Advocate

10, Old Post Office Street,
Calcutta - 700 001.

J. 271



208. Registrar of Assurances

RECEIVED of and from within mentioned purchasers 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 Pay order being No. 58750 dated 14th October, 1996 drawn on The South Indian Bank Ltd. Burrabazar Branch, Calcutta.

Rs. 2,00,000/-

WITNESSES :

Bal Krishna Bajosia

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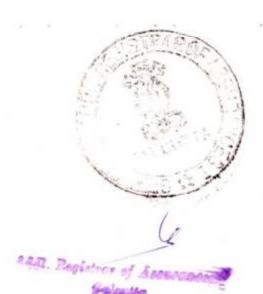


IN WITNESS WHEREOF the vendor has hereunto set and subscribed her hand and seal to these presents the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the <u>VENDOR</u> at Calcutta in the presence of :-

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J.L. No. situate and lying at Mouza Sahapur District - 24 Parganas (s) 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 cottah, 8 chiteck together with brick built structure standing thereon 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.

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 now 1548 Touzi No. 101 R 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 Decimal of land referred to in Schedule I and II herein above is 2,111 decimal equivalent to 1 Cottahs 4 chittack 21 aquare feet.



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 p roperty and evey part thereof unto and to the use of the Purchaser as shall or a may bek reasonably required and the vendor do hereby covenant with the Purchase. that they the Vendor will unless preventedby 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 assions 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.

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 Cottah and 3 Chittack together with brick built structure standing thereon comprising in plot No.

135/2562 KhatianNoo 1033 now 1548 R.S. No. 180 Touzi No.101



to the use of the Purchaser in the manner aforesaid and that the Purchaser shall and will a tall 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 equitable 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 form from and against all manner of former and other estates mortgages charg es liens, lispendens claims demands attachments and proceedings including any certificate proceedings and liabilities and encumbrances whatsoever AND further that the Vendor 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 sold conveyed assigned and assured or expressed or intended so to be or any part the reof 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

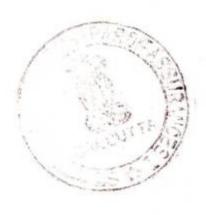


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interest inheritance use trust possession property, claim and demand whatsoever both at law or in equity of the Vendor of in and to the said premises and every part or parcel thereof with the appurtenant and all deed muniments writings and evidence 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 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 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



situate and lying at No. 250 S. N. Roy Road, being the piece and parcel of land containing by ad-measurement x 2.111 decimile equivalent to 1 Cottaha 4 Chittack and 21 square feet approx, 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, pistrict 24-Parganas and Sub-Registry Office Alipore, with 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 upon 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

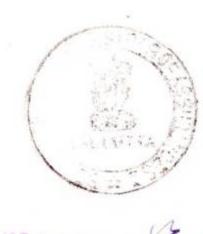


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brick built staructure thereon free from all encumbrances, charges liens lispendis trust of whatsoever in nature.

The Vendor has agreed to sell and the purchaser has agreed to purchase free from all encumbrances, charges, liens lispendiens, attachments acquisition requisition trust of whatsoever nature ALL THAT the undivided 1/9th share of the said premises at and for a consideration of REX 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 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 in favour of the purchaser ALL THAT the undivided 1/9th share of premises together with the brick built structure thereon



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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 Devi wife of Sri Baban Singh, duly gifted transferred and conveyed unto and infavour of Sri Brishikesh 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) 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. Mouza 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.

F. 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

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 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) decimile 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 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. Sometime 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 Kumari in equal share.
- E. By a deed of gift executed on 15th January, 1975.



mentioned in the Schedule therein and also described in the FIRST SCHEDULE hereunder written.

- By a deed of gift executed on 8th March, 1966 B. 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) decimile out of 14(Fourteen) decimile together with the brick 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 Municipality 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,

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brick build structure thereon, in J.L. No. 9. R.S.

No. 180, Touzi No. 101, Khatian No. 1033 now 1548

Plot No. 135/2562 previously within the south Subarban

Municipality Honding No. 3, and at present under

Calcutta Municipal Corporation morefully and particularly

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singh 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 pebi, ALL THAT piece and parcel of land measuring about more or less 5 (five) decimale together with

brick....

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Book 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

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

WHERE AS :

By an indenture dated 30th May 1962, registered with the office of the Sub-Registrar Alipore in

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at present residing at 230, S. N. Roy Road, Calcutta - 700 038, Behala, District - 24 Parganas (South) Calcutta hereinafter referred to and called as " <u>PURCHASER</u> " (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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and called as "VENDOR" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include here heirs, successors, administrators, executors, representatives and assigns) of the ONE PART AND SMT. AMITA DEVI AGARWAL wife of Sajjan Kumar Agarwal

at present

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230. Son Dens Lol 16.10 96 resented for Registration as 1 3 to Calcutta Registration Office of the 18ch day of Och 10 af By Sleshellesh Skegly Chy En tant 148112 seed Degrotter of Lovernous a (Calentin asheliesh Rough 50 न्याचे के शासिह aan Awatan Sagl, 9 40 Str Ray ao Cal. न्रिकिवेश मिंद T. and Spo Ramer Jarqs Elly Colempforden Devol-Carlan.

