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THIS INDENTURE made this 1/4 = day of Angust One Thousand Nine Hundred and Eighty-four <u>BETWEEN SMT</u>. <u>NIMUPAWA BANERJEE</u> widow of Indubhusan Banerjee, deceased by Caste Brahmin by religion Hindu by occupation Housewife of No.18-A, Raja Manindra Road, Paikpara in the Suburbs of the town of Calcutta hereinafter called "the <u>VENDOR</u>"(which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to include her heirs executors administrators and legal representatives) of the <u>ONE PART AN DABENGAL ROPE NORES PRIVATE LIMITED</u> a Private Limited Company having its Registered Office at No. 4, Synagogue Street in the town of Calcutta hereinafter

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called "the <u>PURCHASER</u>" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to include its Successor or Successors-in-interest and assigns) of the <u>OTHER PART</u> :

2.

<u>WHEREAS</u> by a Bengali Deed of Sale dated the 5th day of February, 1958 registered in Book No.I. Volume No. 12, Pages 235 to 238 Being No. 760 for the year 1958 with the -Sub-Registrar of Barasat the Vendor Sm. Nirupama Banerjee purchased from one Asit Kumar Ghosal ALL THAT the pieces or parcels of land mentioned in the said Deed ;

AND WHEREAS by a Bengali Deed of Sale dated the 11th day of August, 1958 registered in Book No. I, Volume No. 67, Pages 276 to 278 Being No. 8199 for the year 1958 with the Sub-Registrar of Barasat the said Vendor Sm. Nirupama Banerjee purchased two plots of agricultural land from one Sm. Sneha Lata Banerjee and others more fully and particulary mentioned in the said Deed ; AND

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<u>AND WHEREAS</u> by another Bengali Deed of Sale registered in Book No. I, Volume No. 51, Pages 192 to 194 Being No. 5752 with the Sub-Registrar of Barasat the said Vendor Sm. Nirupama Banerjee purchased two plots of agricultural land from one Panchanan Ghosh as mentioned in the said Deed of Sale ;

AND IMPEREAS by a Bengali Bantannama dated the 19th day of April 1967 registered in Book No.I, Volume No. 62, Pages 259 to 267 Being No. 5417 for the year 1967 with the Sub-Registrar of Barasat the agricultural lands which were purchased by the said Vendor Sm. Nirupama Banerjee for herself and her sister-in-law SG. Snehalata Banerjee and Sm. Lily Banerjee the lands mentioned in the said three Sale Deeds aforesaid as also in the Schedule 'Ka' to the said Bantannama were partitioned between them in the manner -mentioned therein and the Vendor Sm. Nirupama Banerjee was allotted the agricultural land mentioned in Schedule 'Kha' and the common passage belonging to all the three parties mentioned in the Schedule 'Coah' therein ;

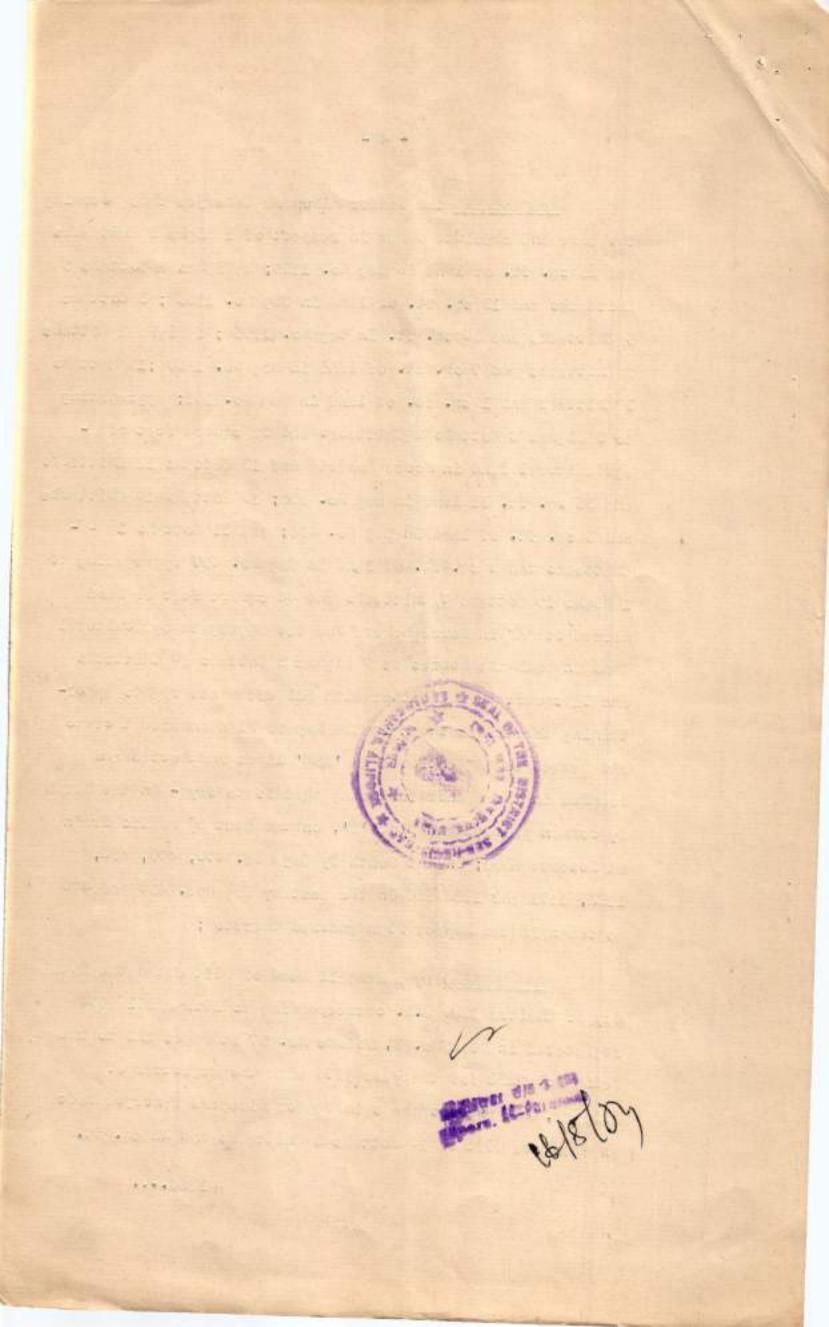
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AND WHEREAS the Vendor Nirupama Banerjee thus becoming the sole and absolute owner in respect of 1 Bigha 3 Chittacks and 26 sq. ft. of land in Dag No. 1155; 2 Bighas 9 Cottahs 5 Chittacks and 13 sq. ft. of land in Dag No. 1166 ; 3 Cottahs 6 Chittacks and 30 sq. ft. in Dag No. 1165 ; 1 Bigha 2 Cottabs 2 Chittacks and 7 sq. ft. of land in Dag No. 1160 ;13 Cottahs 1 Chittack and 1 sq. ft. of land in Dag No.1161; aggregating to 5 Bighas 8 Cottahs 2 Chittacks and 32 square feet of agricultural land in Mouza Doharia and 13 Cottahs 12 Chittacks and 36 sq. ft. of land in Dag No. 505; 10 Cottahs 10 Chittacks and 6 sq. ft. of land in Dag No. 456; and 11 Cottahs 1 - -Chittacks and 2 sq. ft. of land in Dag No. 457 aggregating to 1 Bigha 15 Cottahs 7 Chittacks and 44 square feet of land marked as "A" in Mouza Sahara and the aggregate agricultural land in both the Mouzas is 7 Bighas 3 Cottahs 10 Chittacks and 31 square feet together with all easements rights appertaining thereto as shown in the Map or Plan annexed thereto and marked as "A" enclosed in 'RED' lines and butted and bounded in the manner following that is to say - On the North by common passage and plot 'B', on the East by Public drain at Jessore Road; On the South by Dag Nos. 470, 479, 480, 1162, 1171 and 1682 and On the West by Dag Nos. 460 and 470 as shown in the Map or Plan annexed thereto ;

- 4 -

AND MHEREAS by a Bengali Deed of Gift dated the 26th day of Chaitra 1380 B.S. corresponding to 10th April 1974 registered in Book No. I, Volume No. 57 at Pages 223 to 228 Being No. 2238 for the year 1974 with the Registrar of Alipore, 24-Parganas the said Vendor Nirupama Banerjee made an absolute Gift of 10 Cottahs 8 Chittacks and 42 sq. ft.

land



land more or less in favour of his son Raghunath Banerjee out of 1 Bigha 3 Chittacks and 26 sq. ft. of Rayati Satta by agricultural land marked as Lot 'A' shown in 'Red' lines in the Map or Plan annexed thereto in Mouza Doharia, Pargana Anwarpur within the Village Doltola No.2 Barasat Panchayat Samity, Ganganagore Gram Panchayat, Barasat in the District of 24-Parganas and Sub-Registration District Barasat J.L. No. 45 Khatian No. 108 Dag No. 115 aggregating to 1 Bigha 3 -Cottahs and 8 Chittacks and 42 sc. ft. land together with pucca compound walls on the East and South and 16' feet wide common passage on the North of the said land with the right over and under the said common passage for taking electric telemphone lines, water lines drains sewers etc. and all sorts of easements rights over the said common passage for egress and ingress etc. and the easement right of user and all other kinds of easements rights, no rent or revenue is payable to the Government of West Bengal in respect of the said agricultural land and the same is rent or revenue free;

AND WHEREAS by a Bengali Deed of Gift dated the 24th Chaitra 1381 B.S. corresponding to 7th day of April 1975 registered in Book No.I, Volume No. 52 at Pages 211 to 216 Being No. 2773 for the year 1975 with the Registrar of Alipore, 24-Parganas the said Vendor Sm. Nirupama Banerjee made an absolute Gift in favour of her another son Rudra Nath Banerjee in respect of 14 Cottahs of land out of 2 Bighas 9 Cottahs 5 Chittacks and 13 sq. ft. of Rayati Satta agricultural land marked as Lot 'A3' as shown in 'Green' lines in the Map or Plan annexed thereto in Mouza Doharia

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Pargana Anwarpur within the Barasat Village Doltala No. 2, Barasat Panchat Samity, Ganganagore Gram Panchayat in the District of 24-Parganas and Sub-Registration District Barasat J.L. No.45, Khatian No. 277, Dag No. 1166 and 15 Cottahs 10 Chittacks of land more or less in the same Khatian and Dag marked as Lot 'A4' enclosed in 'Blue' lines in the Map or Plan annexed thereto total area of the said two plots is 1 Bigha 9 Cottahs 10 Chittacks Together With all compound wall on the South and 16' feet wide common passage on the North of the said two plots withithe right over and under the said common passage for taking electric lines, water lines, telephone lines water drains sewers etc. and all sorts of easement right over the said common passage for egress and ingress etc. and the easement right of user and all other kinds of easement rights no rent or revenue is payable to the Government of West Bengal in respect of the said two lands and the same is rent or revenue free ;

ANDIWHEREAS by a Bengali Deed of Gift dated the 14th Aghrayan 1382 B.S. corresponding to 1st December 1975 registered in Book No.I, Volume No. 157 at Pages 200 to 206 Being No. 9263 for the year 1975 with the Registrar of Alipore, 24-Parganas the said Vendor Sm. Nirupama Banerjee made an absolute Gift in favour of her son another Ramendra Nath Banerjee in respect of 13 Cottahs 1 Chittack and 1 Square feet of land out of 2 Bighas 9 Cottahs 5 Chittacks and 13 sq. feet marked as Lot 'A7' as shown in 'Red' lines in the Map or Plan annexed thereto in Mouza Doharia Pargana Anwarpur within Village Doltola No.2 Barasat Panchayat Samity, Gram Ganganagore Gram Panchayat in the District of 24-Parganas

J.L.

- 6 -

J.L. No. 46 Khatian No. 277 Dag No. 1161 and 1 Bigha 15 Cottahs 7 Chittacks and 44 sq. ft. of Rayati Satta land in Mouza Sahara J.L. No.46 Khatian No. 277 Dag Nos. 505, 456, and 457 marked as Lot 'AB' to Lot 'A10' anclosed in 'Red' lines in the Map or Plan annexed thereto total area of the said four plots is 2 Bighas 12 Cottahs 9 Chittacks and 16' feet wide common passage on the North with the right over and under the said common passage for taking electric telephone lines water lines sewers etc. and all sorts of easements rights over the said common passage for egrees and ingress etc. and the easements right of user and all other kinds of easements, no rent or revenue is payable to the Government of West Bengal and the same is rent or revenue free;

AND WHEREAS the Purchaser being a tenant for a long time at a monthly rent of N.200/- under the Vendor in respect of the said agricultural land containing an area of 2 Bighas 1 Cottah 14 Chittacks and 34 square feet be the same a little more or less ;

<u>END WHEREAS</u> after the said three Deed of Gifts remain with the Vender 6 Cottahs 11 Chittacks and 13 square feet in Dag No. 1166; 3 Cottahs 6 Chittackse and 30 Square feet of agricultural land in Dag No.1165; and 9 Cottahs 10 Chittacks and 29 square feet of agricultural land in Dag No. 115 aggregating to 19 Cottahs 12 Chittacks and 27 square feet being Lot 'A5' and an area of 1 Bigha 2 Cottahs 2 Chittacks and 7square feet being part of Dag No. 1160 marked as Lot 'A6' the aggregate to an area of 2 Bighas 1 Cottah 14 Chittacks and 34 Doharia Square feet agricultural land in the/Mouza ;

AND WHEREAS thus the Vendor herein are the absolute

owner ...

- 7 -

owner of 2 Bighas 1 Cottah 14 Chittacks and 34 Square feet of agricultural land in Mouza Doharia and Sahara more fully described in the Schedule hereunder written TOGETHER WITH the right over the common passage more fully and particularly mentioned and described in the Schedule hereunder written and shown in the Map Or Plan annexed hereto and thereon bordered 'RED' TOGETHER WITH all right over and under the common passage free from all encumbrances whatsoever ;

AND WHEREAS the Vendor has agreed to sell the said two Bighas one Cottah fourteen Chittacks and thirty square feet in Mouza Doharia and Sahara to the Purchaser at or for the price of N.27,500/- (Rupees Twenty-seven Thousand and Five Hundred) only and hereinafter referred to as "the said lands".

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of h.27,500/- (Rupees Twenty-seven Thousand Five Hundred) only to the Vendor paid by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof the Vendor doth hereby admit and acknowledge acquit release and discharge the Purchaser and the said land hereditament and premises) she the Vendor do hereby sell grant convey transfer assign and assure unto the Purchaser ALL THAT the said lands mentioned in the Schedule written and as shown in the Map or Plan annexed hereto and thereon coloured "RED" TOGETHER WITH all rights over under the common passage running on the North of the land and also TOGETHER WITH all areas gardens trees fences ditches ways waters water-courses

liberties ...

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liberties privileges easements and appurtenances whatsoever thereunto belonging or held or occupied therewith And All the estate right title and interest claim and demand whatsoever of the Vendor into upon or in respect of the sald lands every part thereof AND all deeds pattahs writings muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendor or any person or persons from whom she the Vendor may procure the same without any action either at Law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances unto the Purchaser absolutely and for ever AND THE Vendor doth covenant with the Purchaser that notwithstanding any act deed or thing done or committed by the Vendor or any of her predecessors-in-title she the Vendor hath good right full power and absolute authority to sell grant convey transfer assign and assure the said lands unto the Purchaser in manner aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully claiming from under or in trust for the Vendor or any of her predecessors-in-title AND THAT free from all encumbrances made or suffered by the Vendor or any of her predecessorsin-title or any persons having or lawfully claiming any estate or interest in the said lands or any part thereof from under or in trust for the Vendor or any of her predecessorsin-title shall and will at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done

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and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said lands and every part thereof unto the Purchaser as may be reasonably required AND the Vendor doth hereby furth-er covenant and assure the Purchaser that she hath not encumbered the said lands in any way and have full and absolute authority and right to sell the same in the manner aforesaid and any reason whatsoever if the Purchaser is dispossessed of and/or deprive of full enjoyment of the said lands or any part or parcel thereof in that event the Vendor shall and will indemnify the Purchaser for all losses and damages to be suffered by the Purchaser in respect of the said lands hereby purchased AND FURTHER THAT the Vendor shall and will pay all outstanding District Board of Panchayat rates and taxes Government Revenues and all other impositions whatsoever due and payable by the Vendor or her predecessors-in-title upto the date of these presence. -

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Rayati Sithitiban Agricultural land containing an area of 2 Bighas 1 Cottah 14 -Chittacks and 34 square feet be the same a little more or less comprised in Dag Nos. 1160,1135, 1165, 1166, Khatian No.277, J.L. No.46, Mouza Doharia, Pargana Anwarpur within Village Deltola No.2, Bazasat Panchayat Samity, Ganganagore Gram Panchayat, P.S. and Sub-Registry Barasat in the District of 24-Parganas and shown in the map or plan and there-on bordered 'RED' butted and bounded ON/THE NORTH by Common passage, ON THE EAST by land of Rudranath Banerjee, ON THE

SOUTH ...

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SOUTH by Dag Nos.1181 and 1682, ON THE WEST by the land of Ranendra Nath Banerjee TOGETHER WITH all rights over and under the 16'-0" feet Common passage running on the North.

IN WITNESS MHEREOF the VENDOR hereto hath hereunto set and subscribed her hand and seal the day month and year first above written.

निव भाषा वालायाँ

SIGNED, SEALED AND DELIVERED by the VENDOR at Calcutta in the presence of :-

B.K. Marsi

<u>RECEIVED</u> of and from the within-named) the Purchaser/within-mentioned sum of Rupees 27,500/- only being the full consideration money as per Memo below :-

R. 27,500/-

MEND OF CONSIDERATION : Me Payce Englis Mo, 0932,008 Jaked 14.8.84 On Campin Brank (canning \$4) drawn by the Purchaser in my favores for . . .

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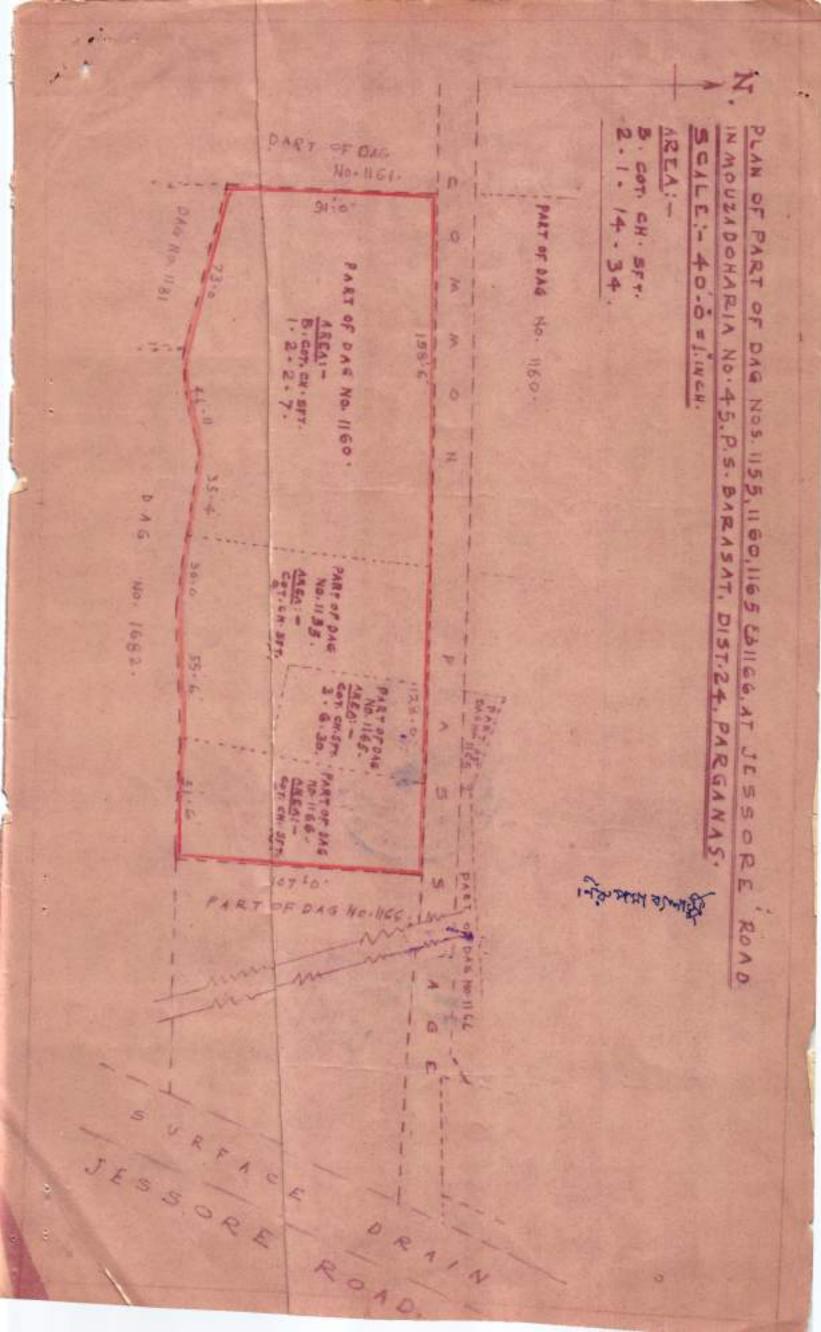
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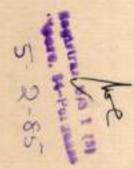
<u>BETNEEN</u> SMT. NIMIPAMA BANERJEE <u>AND</u>

TO BESAL ROPE WORKS PVT. LTD.

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CONVEYANCE :





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L. P. AGARMALLA & CO., ADVOCATES 1B, OLD POST OFFICE STREET CALCUTTA.