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to the context shall include his heirs, executors, administrators and assigns) of the ONE PART

A
N
D

SRI NAGINDRA RAM son of Rachna Ram by faith Hindu,
by occupation Business, residing at 8, New Tangra Road,
Police station - Entally, Calcutta-700046 - hereinafter
called the PURCHASER (which expressions unless
excluded . . . p/3.



** 4 **

Tiljala, District : 24 Parganas.

A N D W H E R E A S the Hazi Md. Siddique Khan died leaving his sons namely Md. Mahmudul Bashan Khan (M.U. Khan), M. Shafique Khan, Rafique Khan, Hafiz Khan and Faruque Khan.

A N D W H E R E A S the above mentioned persons by an amicable partition divided the above referred 9 (Nine) Bighas of land amongst themselves having one Bigha (1 Bigha) 13 (Thirteen) cettahs 11 (eleven) chittacks land each and it has been clearly written in a plan and map and signed by the parties.

AND WHEREAS.... p/5.

A N D W H E R E A S 1 (one) Bigha 13 (thirteen)

cottahs 13 (eleven) chittacks of land of M.H. Khan have been demarcated to the Lot "A" and bordered by RED colour in the plan of the Partition.

A N D W H E R E A S the purchaser Nagindra Ram is

in possession of the undermentioned property by erecting

hutments and shed covering 1 (one) Bigha ~~13~~^{11 (Eleven)} Cottahs

11 (eleven) chittacks of land and using it as factory

M/S. RABIDAS TANNERIES LTD. i.e. 1 (One) Bigha 13 (thirteen)

chittacks Cottahs 11 (eleven) chittacks of land mentioned in

Schedule "A" hereunder 1 (one) Bigha ~~13~~^(Eight) cottahs 11

(eleven) chittacks is covered area and 3 (three) cottahs

of land is vacant land making a total area of 1 (one) Bigha

13 (thirteen) cottahs 11 (eleven) chittacks of land and the

said Nagindra Ram is using it for the factory purposes.

A N D W H E R E A S the Purchaser is seized and

possessed of the aforesaid land measuring 1 (One) Bigha 13

(thirteen) cottahs 11 (eleven) chittacks as delineated

in the L...p/6.

* * * * *

In the Plan with RED border and Whereas the Purchaser
is in possession of the structures on the entire covered
area of 1 (one) Bigha 10 (~~Eleven~~) cottahs 11 (eleven)
chittacks and the vacant land measuring 3 (three)
cottahs. The Purchaser in order to avoid litigation and
out of good neighbourly consideration agreed to purchase
the said land 1 (one) Bigha ~~11~~^{Eleven} (~~ten~~) cottahs 11 (eleven)
chittacks of land under his structures and 3 (three)
cottahs of vacant land making a total area of land mea-
suring 1 (one) Bigha 13 (thirteen) cottahs 11 (eleven)
chittacks from the Vender at a price of Rs. 20,000/-
(Rupees Twenty thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance
of the said verbal agreement and in consideration of the
sum of Rupees Twenty thousand only (Rs. 20,000/- only)
to the Vender paid by the Purchaser as per Memo given
of the consideration mentioned hereunder (the receipt
whereof the Vender hereby acknowledges and of and from

the everyp/7.

the every part thereof thus hereby release the Purchaser and
also the said hereditaments and premises).

A N D the Vendor doth hereby grants, conveys, and
assures unto the purchaser free from all encumbrances all
the place and parcel of land measuring 1. (one) Digha 13
(thirteen) Cottahs 11 (eleven) chittacks of land hereditaments
premises be a little more or less fully described in the
Schedule "A" and "B" hereunder, and hereinafter referred to
as the the said land, hereditaments and premises.

OR HOWSOEVER OTHERWISE the said land hereditaments
and premises or any part thereof now are or is or heretobefore
were or was situated tenement butted and bounded or known
numbered described or distinguished, together with all areas
passages winds water courses, lights, liberties, privileges
easements and appartenances whatsoever to the said land
hereditaments and premises belongings or in anywhere appertain
ing or usually holds or enjoyed therewith or to belong or be
appurtenance thereto AND all the estate right, title and
interest claim and demand whatsoever both at law and equity
if the

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of the VENDOR in or out of or upon the said land, hereditaments
and premises hereby conveyed and every part thereof
TO HAVE AND TO HOLD the said land hereditaments and premises
hereby granted or expressed so to be unto and to the use of
the purchaser absolutely and for ever AND the Vendor doth
hereby for his heirs, executors, successors, administrators
representatives and assigns covenant with the purchasers that
notwithstanding any act, deed or things by the Vendor, the
Vendor is lawfully and absolutely seized and possessed of
otherwise well and sufficiently entitled to the said land
hereditaments and premises hereby granted or expressed so to
be and every part thereof for a perfect and indefeasible
estates of inheritance without any manner of condition use
trust or other things whatsoever to alter defeat encumbrances
or make void the same and that notwithstanding any such act
deed or things whatsoever as aforesaid the vendor has good
right, title to the grant the said land hereditaments and
premisesp/9.

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and premises hereby conveyed and every part thereof
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premises

p/9.

produce or cause to be produced to him or them or his or their attorney and agent or at any court or otherwise as occasion shall require all or any of the deeds of cent, receipts, writings that the vendor has in his possession for the purpose of showing the title to the said land hereditaments and premises hereby granted and also at the like request and costs deliver or caused to be delivered unto the purchaser (his heirs, successors, executors, administrators, representatives and assigns) such attested or other copies or extracts of or from the said documents and shall in the meantime unless so prevented as aforesaid keep the said deeds or writings safe unobligated and uncancelled and the Vendor does also hereby for himself his heirs administrators, or assigns agree to save harmless and keep indemnified the purchaser, his heirs, successors, administrators or assigns from and against all losses, damages costs or expenses which he or they may sustain or incur by reason of any claim being made by any body whatsoever to the said land hereditaments thereof And the vendor does

hereby ... p/ll.

hereby further agree with the purchaser, his heirs administrators or assigns and declare that he has not done or been party to any act whereby the said land hereditaments and may be under any charge in title, claim estate or otherwise or whereby the vendor is prevented from conveying or assigning the said said land hereditaments and premises or any part thereof in the manner herein appearing by the virtue of this Deed.

SCHEDULE "A"

ALL THAT piece and parcel of land being portion of C.S. Dag no. 230 and 1301 recorded in Khatian no. 459 new (764) of Mouza Tangra, J.L. NO. 6 under Touji no. 1298/2833 Police station Akh previously Tellygunge at present Tiljala Sub-Registrar at Alipore District : 24 Parganas , comprised in Grand Division IV, Sub-Division L, Holding no. 129 Delhi Panchamagram, Total area of land 1 (one) Bigha 13 (thirteen) Cottahs 11 (eleven) chittacks of land a little more or less delineated in the plan annexed herewith in the land 1 (one) Bigha 13 (thirteen) cottahs 11 (eleven) chittacks of land as perp/12.

18 - 13 : :

as per the details mentioned below. The land measuring 1 (one) Bigha 13 (thirteen) cottahs 11 (eleven) chittacks a little more or less out of which 1 (one) Bigha ~~5~~^{4/5} (ten) cottahs 11 (eleven) chittacks of land under the covered area and factory and in possession of the purchaser and 3 (three) cottahs of land is vacant possession is vacant and is in vacant possession of the purchaser being the portion of C.G. Bag no. 230 and 1301.

The aforesaid land butted and bounded on the north at present Sovarco and Hindustan Tannery, by the South i.e. Lot "D" of the partition plan, by the West : Seth Tangra Road and by the east : R.S. Bag no. 227. The land is marked by the RED border in the plan annexed to this Deed and it will be a part of the demark. The rest of the total land 4 (four) Bighas 13 (thirteen) cottahs 7 (seven) chittacks 25 (twenty five) square feet of land rent payable to the Collector of 24 Parganas is Rs. 535/- (Rupees five hundred thirty five) only proportionate rent is for 1 (one) bigha 13 (thirteen) cottahs p/13.

cottahs 11 (eleven) chittacks is sold in Rs. 113/- (Rupees one hundred and seventy three) only payable by in one year by the purchaser to collector of 24-Parganas.

MEMO OF CONSIDERATION

By way of cash money being 2000 pieces

of R.R.I. Notes of Rs. 100/- each Rs. 20,000/-

(Rupees Twenty thousand only) Rs. 20,000/-

IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed in the day month and year as setforth in the very outset.

WITNESSES :

1. Ramchandre Singh *Mashmodul Hadien Khan*
2, Dhapa Rd. Cal 39 Signature of the Vendor
2. *Kanaklal Singh Deo*
2, Dhapa Rd. Cal 39

Drafted by me -

Brijy Pratap Bhattacharya
(B.P. Bhattacharya)
Advocate

Sealdah Civil Court,
Calcutta- 700014.

Typed by -

T. K. Ghosh
T. K. Ghosh, Typist
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