0200 501356 Admissable under rule 21 cuty Scamped of 61% of L. R. Actuader the Indian stains Act-1898 meeted K. K. Germanin THIS INDENTURE made this the 24th day of November. Two Thousand Three BETWEEN (1) MR. PEAREY LAL DHAR, son of Late S.N. Dhar, by faith- Hindu, by occupation- Service and JAYA DHAR, wife of Mr. Peary Lal Dhar, by faith- Hindu, by occupation- Housewife, both residing at 9/3, Sunny Park

by occupation- Housewife, both residing at 9/3, Sunny Park Apartments, P.S. Karaya Kolkata- 700 019, hereinafter called and referred to as the "VENDORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean



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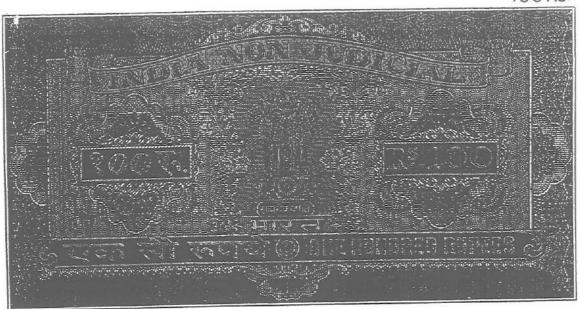
-: (2):-

and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

## AND

M/S. K.K. COMMODITIES PRIVATE LIMITED, 11, Lower Renge, P.S. Benia Pukur, Kolkata- 700 013, proprietor SRI KHAGESH MIRANIA AGARWAL, son of Sri Rambilas Agarwal, by caste- Hindu, by profession- Business, residing at Garagacha, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, District South 24-Parganas, W.B., hereinafter

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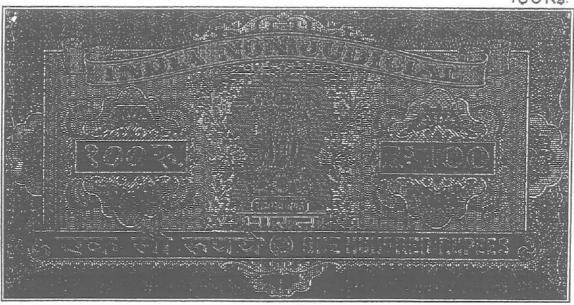


-: (3):-

called and referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS at all material times and for all intents and purposes one Sri Jatindra Nath Mondal and Sri Debendra Nath Mondal were jointly seized and possessed of ALL THAT piece and parcel of rent redeemed land measuring an area of more or less

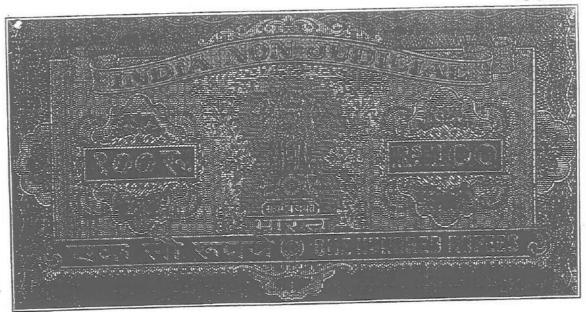




-: (4):-

13 Cottahs 5 Chittaks 42 Sq.ft. excepting any common passage thereto situate in the District of 24-Parganas, Pargana- Khaspur, Sub-Registry office at Sonarpur under Collectorate Touzi No. 56, R.S. No. 41, J.L. No. 45, Mouza- Garagacha, comprised in the Cedestal Survey Khatian No. 113. The said property was purchased by Arisar Rahaman son of Abdur Rahaman, by a Sale Deed dated 7/4/1945 (hereinafter for the sake of brevity referred to as the "erstwhile property").

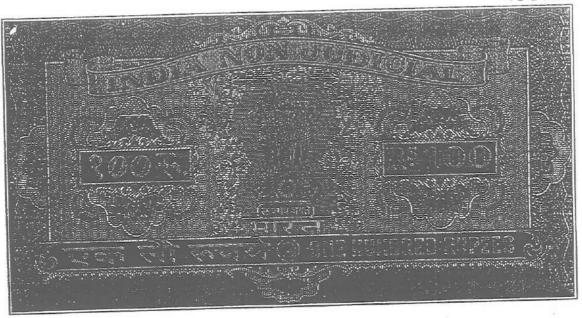




-: (5):-

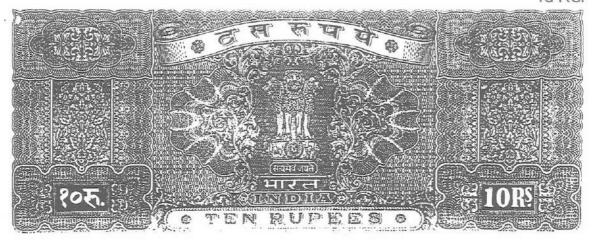
and well and sufficiently entitled to the said property and other property the said erstwhile owners of the said property partly sold delivered and transferred the property in West Bengal and/or exchanged said property and other property with one Smt. Sailabala Debi in Bangla Desh but in fact reality and substance the said Deed of Conveyance and/or Deed of Exchange with the said Smt. Sailabala Debi was executed and registered in Benami,





-: (6):-

of whom the said Smt. Sailabala Debi was a "Disciple" (Sisy) and the said deed was duly registered at the Registrar of Assurance, Calcutta in Book No. I, Volume No. 16, Pages 168 to 175, Being No. 354 for the year 1950. AND WHEREAS the said Sailabala Debi in the facts and circumstances was seized and possessed of the said property and was in the absolute use, enjoyment and



-: (7):-

occupation thereof save and except the said Birendra Nath Chakraborty was the Benam and/or name vender for Smt. Sailabala Debi AND WHEREAS the said Sri Birendra Nath Chakraborty by a Deed of Disclaimer and/or Release duly reconveyed the said property in favour of the actual owner said Smt. Sailabala Debi which was duly registered at the Sub-Registry office Alipore in Book No. I, Volume No. 27, Pages 214 to 217, Being No. 1478 for the year 1962.

D.

of and well and sufficiently entitled to the said property the said Smt. Sailabala Debi by virtue of a Sale Deed of Conveyance dated 8th June, 1968 duly sold transferred and conveyed the said property comprised in C.S. Khatian No. 113, Dag No. 79 for an area measuring 13 Cottahs 5 Chittaks 42 Sq.ft. more or less except any common passage to one Sri Sashanka Kiran Roy son of Late Kamini Mohan Roy which was executed and registered at the District Registry office at Alipore in Book No. I, Deed No. 3775 for the year 1968 for valuable consideration mentioned therein.

dated 25th day of June, 1968 corresponding to 11th day of Ashar, 1378 B.S. and registered in Book No. I, Deed No. 4216 for the year 1968 duly sold delivered and transferred an area of land measuring 13 Cottahs 5 chittaks 42 Sft. excepting common passage for valuable consideration to said Smt. Sandhya Rani Kar, wife of Sri Birendra Chandra Kar of 62/A, Baithak Khana Bazar Road, Calcutta- 700 009 now J 190/1 Bagha Jatin Station Road, P.S. Jadavpur, Calcutta- 32.

Of way

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AND WHEREAS the said Smt. Sandhya Rani Kar by a sale Deed dated 29th day of January 1991 and registered at the District Registry office in Book No. I, Deed No. 1093, for the year 1991, sold, delivered and transferred an area 4 Cottahs 9 Chittaks 14 Sq.ft. be



the same a little more or less of land excepting common passage for the valuable consideration to said Mr. Peareylal Dhar, son of Late S.N. Dhar and Mrs. Jaya Dhar, wife of Mr. Pearey lal Dhar of 9/3. Sunny Park Apartments, P.S. Karaya, Calcutta- 700 019, referred to herein as the Vendors.

and possessed of the said plot of land and being sale land measuring 4 Cottahs 9 Chittaks 14 Sq.ft. except any common passage in the District of South 24-Parganas, P.S. and A.D.S.R.O. Sonarpur, Touzi No. 56, R.S. No. 41, J.L. No. 45, Mouza-Garagacha under C.S. Khatian No. 113, C.S. Dag No. 79 corresponding to R.S. Khatian No. 88, R.S. Dag no. 81 (more particularly mentioned and described in the Schedule hereunder written) and hereinafter for the sake of brevity referred to as "the said property".

and whereas the Vendors as such absolute owners of the said property declared to sell an area measuring 4 Cottahs 9 Chittaks 14 Sq.ft. described hereinabove and particularly mentioned and described in the Schedule hereunder written and further that the Vendor shall have no right on the 12<sup>1</sup>/<sub>2</sub> ft. wide and 54' length common passage in front of the land to be conveyed by this Indenture and the Purchaser herein coming to know of the said offer accepted and agreed to purchase the said plot of land at



or for the consideration fixed at Rs. 4,10,000/- (Rupees Four Lakh Ten Thousand) only free from all encumbrances.

## NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said agreement and in consideration of the said sum of Rs. 4,10,000/- (Rupees Four Lakh Ten Thousand) only of the lawful money paid by the Purchaser to the Vendors as per memo of consideration hereinbelow written (the receipt whereof the Vendors hereby acknowledge and of and from the same and every part thereof absolutely acquit release, exonerate the Purchaser and the said property), the vendors doth hereby absolutely and indefeasibly sell, grant, convey, transfer, assign and assure ALL THAT land measuring 4 Cottahs 9 Chittaks 14 Sq.ft. be the same a little more or less and delivered possession thereof at and being part of C.S. Dag No. 79 under C.S. Khatian No. 113 corresponding to R.S. Dag No. 81, R.S. Khatian No. 88 of Mouza Garagacha, J.L. No. 45, R.S. No. 41, P.S. Sonarpur, District South 24-Parganas and all sorts of easement rights thereto more particularly mentioned and described in the Schedule hereunder written and delineated in the site Map or Plan annexed hereto in RED border line thereon as part and parcel of this Indenture free from all sorts of encumbrances OR HOWSOEVER OTHERWISE the said land hereditaments and premises and every part thereof is or are or at any time heretofore was or were situated butted bounded called known



numbered or distinguished belonging or usually held used occupied enjoyed or reputed to belong and all ways, paths, passage, drains, lighting, privileges, easements, appurtenances whatsoever to the said land hereditament and premises belonging or anywise appertaining to be part and parcel of number thereof which now is or are heretofore were or was held or occupied or enjoyed therewith and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and right title interest claim and demand whatsoever of the Vendors into and out of and upon the said land hereditament and premises and every part thereof with all deeds documents and muniments of title relating to the same TO HAVE AND TO HOLD the said land hereditament and premises hereinbefore expressed to be hereby granted, conveyed, transferred and assured or expressed or intended to be so unto the Purchaser absolutely and forever free from all encumbrances and BE IT MENTIONED that the Vendors have acquired absolute full right power and authority of the said property hereby transferred and conveyed and the Vendors hereby covenant with the Purchaser that the Vendors have good right full power and absolute authority to grant convey transfer assure and assign the said property and every part thereof unto the Purchaser in the manner aforesaid and the Purchaser shall or may at all times hereafter peaceably and quietly own possesses and enjoy the same and every part thereof and receive and realise the rents, issues and profits



thereof without any lawful eviction interruption claim or demand whatsoever by the Vendor or any person claiming lawfully or equitably through under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted exonerated and release or otherwise by and at the cost and expenses of the Vendors well and sufficiently indemnified or from and against all manner of claims charges liens debts attachments and encumbrances whatsoever created made done occasioned or suffered by the Vendors or by any person or persons claiming as aforesaid and the Vendors do hereby further covenant with the purchaser that the Vendors and all persons having lawfully or equitably claiming through under or in trust for the Vendors as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchaser or person or persons requiring the same to be caused or done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the said land hereditaments and premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

## SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

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ALL THAT piece and parcel of Sali land measuring more or less 4 cottahs 9 Chittaks 14 Sq.ft. be the same a little more or less

lying at or situate in the District of 24-Parganas (South), P.S. & Sub-Registry office at Sonarpur, Pargana- Khaspur, District Collectorate Touzi No. 56, R.S. No. 41, J.L. No. 45, Mouza-Garagacha, comprised under C.S. Khatian No. 113, C.S. Dag No. 79 corresponding to R.S. Dag No. 81 appertaining to R.S. Khatian No. 88 TOGETHER WITH all sorts of easement rights of easement rights delineated in the RED border line which plan plot No. "4A" as part and parcel of this Indenture OR HOWSOEVER OTHERWISE the said land hereditament and premises and butted and bounded, in the manner following :-

On the North

Part of R.S. Dag Nos. 12.

On the South

25' ft. wide Road.

On the East

: Part of R.S. Dag No. 81

On the West

: Schema Plot No. "4".

IN WITNESS WHEREOF the Vendor hereto set and subscribed her hand and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presence of

m presence of witnesses:

1. Bimal Ch Mondel.

Enter Hoger, Gulia

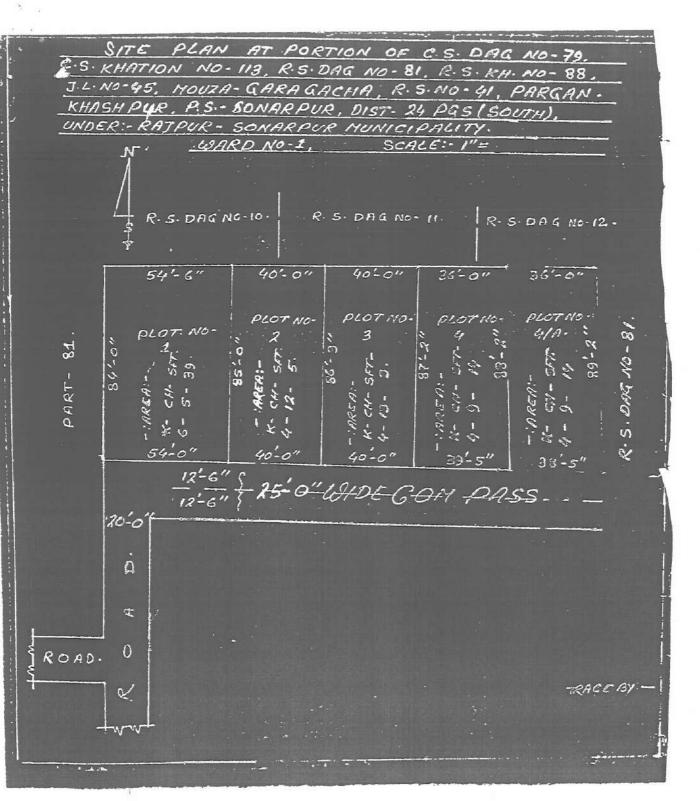
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2. Packath Chattejne

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अधियाती लग्ना वैव-

SIGNATURE OF THE VENDOR



## MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned a sum of Rs. 4.10,000/- (Rupees Four Lakh Ten Thousand) only being the full consideration, paid the following manner :-

BANK -Cash - 24 Th November 2003

Four Loxh Ten Thousand only

Prepared and Drafted by :-

Langer Chander Challope

Gagan Charles has Charles jae

1,100,200

Printed by:

Sonarpur R.K. Pally,

24- Parganas (South)

