

:: 2 ::

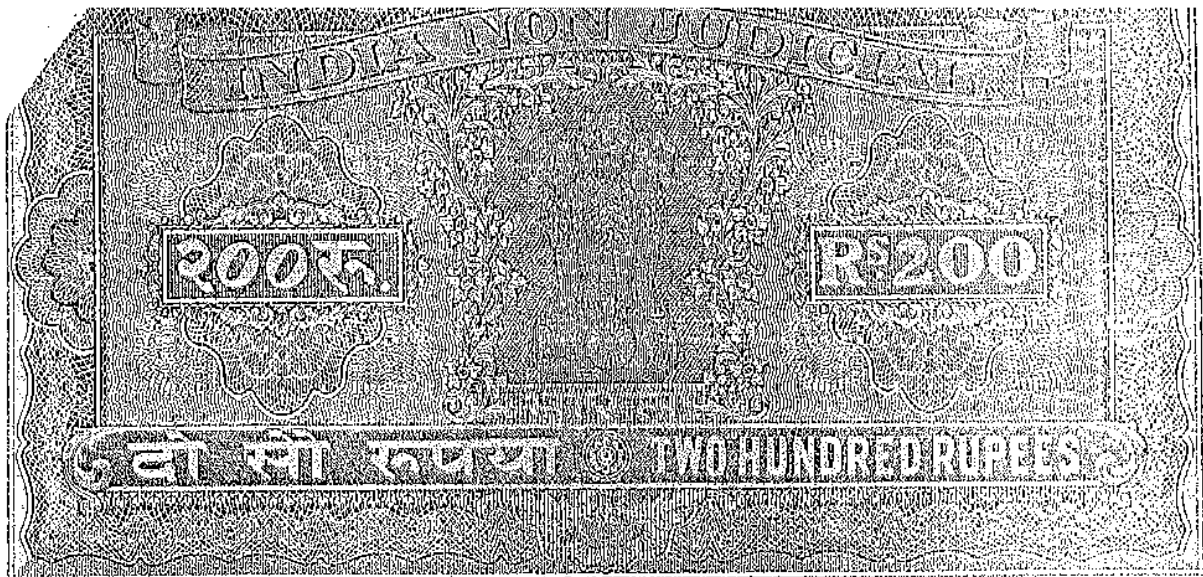
repugnant to the context shall include his heirs,
executors, administrators and assigns) of the

ONE PART

A
N
D

SRI NAGINDRA RAM son of Sri Rachhia Ram by faith
Hindu, by occupation - Business, residing at 8, New
Tangra Road, Police station - Entally, Calcutta-700046
hereinafter called the PURCHASER (which
expression unless excluded by or repugnant to the

contextp/3



:: 3 ::

context, be deemed to include his heirs, executors, administrators and assigns) of the OTHER PART ;

WHEREAS one Hazi Mohammad Siddique Khan was the owner of C.S. Plot no. 230, 231, 1301, 1302, and 1303 measuring an area of 9 (nine) Bighas of land of Mouza Tangra, Police station previously Jadavpur at present Tiljala, in the district of 24 Parganas.

AND WHEREASp/4.

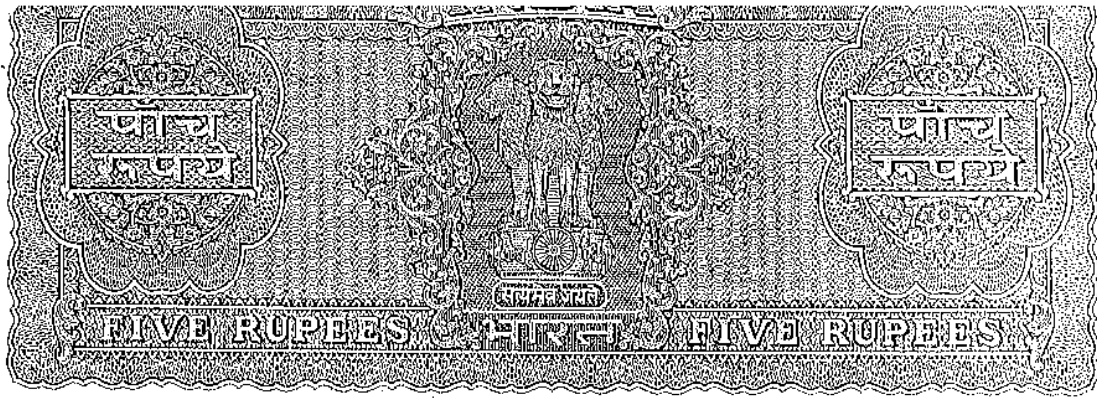


:: 4 ::

AND WHEREAS the Hazi Md. Siddique Khan died leaving his sons namely Md. Mahmudul Hashan Khan (M.H. Khan) Shafique Khan, Rabiq Khan, Hafiz Khan, Faruq Khan.

AND WHEREAS the abovementioned persons by an amicable partition divided the above referred 9 (Nine) Bighas of land amongst themselves was partitioned having one Bigha 16 cottahs of land each and it has been clearly written in the plan/and Map and signed by the parties.

AND WHEREAS.....P/5.



:: 5 ::

AND WHEREAS the 1 Bigha 16 cottahs of land of Shafique Khan have been demarcated to be Lot 'B' and bordered by green 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 Bigha 10 cottahs 8 chittacks of land and using it as a factory i.e. 1 Bigha 10 cottahs 8 chittacks of land mentioned in the schedule hereunder is covered area and 5 cottahs 8 (eight) chittacks of land out of the 1 Bigha 16 cottahs of land have been transfer by the Vendor to other personp/6.



:: 6 ::

person and the balance 1 Bigha 10 cottahs 8 chittacks of land and is in possession of the purchaser Nagindra Ram and the said Nagindra Ram is using it for the factory purpose. And Whereas the purchaser is seized and possessed the aforesaid land measuring 1 Bigha 10 cottahs 8 chittacks as delineated in the plan with RED border and Whereas the purchaser is in possession of the structures on the entire covered area of 1 Bigha 10 cottahs 8 chittacks . The Purchaser in order to avoid litigation and out of good neighbouring consideration agreed to purchase the said land of 1 Bigha 10 cottahs 8 chittacks of land under his a structure at a consideration of price of Rs. 20,000/-

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(Rupees twenty thousand) only in cash paid to the Vendor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said verbal agreement and in consideration of the sum of Rupees Twenty thousand (Rs. 20,000/-) only to the Vendor paid by the purchaser as per Memo of the consideration mentioned hereunder (the receipt whereof the vendor hereby acknowledges and of and from the every part thereof thus hereby release the purchaser and also the said hereditaments and premises) And the Vendor doth hereby grants, conveys and assures unto the purchaser, free from encumbrances all the piece and parcel of land area of the measuring 1 Bigha 10 cottahs 8 chittacks of land hereditaments premises be a little more or less fully described in the schedule hereunder and herein after refer to as the said land, hereditaments and premises. OR HOWSOEVER otherwise the said land hereditaments and premises or any part thereof now are or is or heir to before were or was situated tenant bounded called and known number described or distinguished together withp/s.

together with all ~~xxxxxx~~ areas passages water courses
lights, liabilities privileges easements and appurtenances
whatsoever to the said land hereditaments and premises
belonging or in anywise appertaining or usually held
or enjoyed therewith or reputed to belong or be ~~xxxxxx~~
appurtenant thereto AND all the estate right, title,
interest, claim and demand whatsoever both at law and
equity 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 ~~xx~~ for expressed so to be
unto and to the use of the purchaser absolutely and
for ever And the Vendor doth hereby for his heirs, succe-
ssors, executors, administrators, representatives and
assigns covenant with the purchaser that notwithstanding
any act, deed or things by the vendor, the vendor is law-
fully and absolutely seized and possessed for otherwise
well and sufficiently entitled to the said land hereditaments
and premisesp/9.

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and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other things whatsoever to alter defeat encumber or made void the same and that notwithstanding any such act deed or things whatsoever as aforesaid the vendor has good right to grant the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser in manner aforesaid And the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises without any lawful eviction claim of demand whatsoever from or by the said vendor or any person or persons lawfully or equitably claiming from under or intrust for them and that free from all encumbrances whatsoever and or suffered by the vendor or any person or persons lawfully and equitably claiming as aforesaid. The vendor will from time to time and all times hereinafter at the request and costs of the purchaser execute or cause to be done and executed all such acts, deeds and things whatsoever for further and

for further and more perfectly conveying and assuring the land hereditaments and premises ~~every~~ every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required and the Vendor for him (his heirs, successors, executors, and administrators, representatives and assigns) 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 rent receipts ~~wirk~~ 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 purchase (his heirs, successors, executors, administrators, representatives and assigns) such attached 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 referred in the schedule "B" safe unobliterated and uncanceled and the vendor does also hereby for himself, his heirs, administrators or assignsp/ll.

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or assigns agree to save harmless and keep indemnified the purchaser his heirs, 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 whomsoever to the said land hereditaments and premises or in respect of any arrears of rents and rates dues thereof And the Vendor does 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 premises are or may be under any charge in title, claim, estate or otherwise howsoever or whereby the vendor is prevented from conveying or assigning the said land hereditaments and premises or any part thereof in the manner herein appearing by 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. 409 (now 706) of Mouza Tangra J.L. No. 5, under Touji No. 1298/2633, Police stationp/12.

Police station - previously Tollygunge at present
Tuljala, Sub-Registry office at Alipore, District :
24 Parganas comprised in grand division IV, Sub-Divn.
I, Holding no. 129, Dehi Panchannagram total area of
land 1 (One) Bigha 10 (ten) ~~km~~ cottahs 8 (eight)
chittacks of land a little more or less delineated in
the plan annexed herein the land have been marked in
RED border with all ~~ikk~~ fittings etc. and easements
rights previliges appendages and appertainances there-
to the said 1 Bigha 10 cottahs 8 chittacks of land
as per the details mentioned below. The land measuring
1 bigha 10 cottahs 8 chittacks a little more or less
of land under the structures and factory and in poss-
ession of the purchaser. Being in possession of portion
at C.S. Dag no. 230 and 1301. The aforesaid land butt-
-ed and bounded as follows :-

On the North at present Rabidas Ternary

On the South Lot "C", "D", & "D" of the partition plan

On the West ~~Fixed~~ ^{South Tangra Road} ~~than Ternary~~

On the East ~~C.S. Dag no. 227.~~ ^{By LOT-E}

The rent ...p/13,

The rent of the total land i.e. 4 Bighas 13 cottahs 7 chittacks 25 sq.ft. of land rent payable to the Collector of 24 Parganas is Rs. 535/- only proportionate rent is for 1 Bigha 10 cottahs 8 chittacks rent is now rent in Rs. 160/- only payable by in one year by the purchaser to the Collector of 24 Parganas.

MEMO OF CONSIDERATION

By way of cash money 200 pieces of R.P.T. Notes of Rs. 100/- each Rs. 20,000/-
(Rupees twenty thousand only) Total : 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 ::

Shafiqul Islam

1. *Ram Chandra Singh*
2, Shafiqul Islam Cal. 35
2. *Indu Prasad Banerjee*
New Barrackpore

Drafted by - *Bijoy Prasad Bhattacharya*
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Sealdah Civil Court,
Calcutta-14.

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