

COUNTY COLLECTORATE

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Jane Hitt

THIS INDENTURE OF SALE made this 17th day of 3

One Thousand Nine Huggred and Ninety One BETWEEN MESSRS SHREE NURSING ELECTRIC STORES a business Concern represented by SRI MADHUSUDAN DAS MUNDHRA son of Sri Chetan Das Mundhra by faith Hindu by occupation Merchant having its office at 54, Ezra Street, Ca; cutta-700 001, hereinafter called the VENDOR (which term or expressionshall unless excluded by or repugnant to the context be deemed to mean and include him and his respective heir or heirs, executors, administrators, representatives and/or assign) party of the PART ONE AND MISS SWATI MUNDHRA a Minor, represented by her mother and natural Guardian Sm. Shyama Mundhra, by faith Hindu by occupation Student residing

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The Exet Madher Sudhan Doo Hundry Madhu Sudhan Doo Mundha Machinendan Don Am sh Chitan Das Amil of ,5h Egya Street 1 R. K. Sahoo Advocate Calculio Thurs Impression of the Beautal extra Montified & me 44, Bakaramay st.

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at 43A, Nimtolla Ghat Street, Calcutta, hereinafter called the <u>PURCHASER</u>(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her and her respective heir or heirs executors, administrators, representatives and/or assigns) of the <u>OTHER PART</u>.

WHEREAS One Sri Krishna Chandra Mondal son One Haran Chandra Mondal since deceased inherited the right title and interest in a plot of agricultural land with garden and tree- sof different description standing there on situate and lying in the District of 24-parganas (South) police station and Sub-Regist-ry office-Sonarpur, Mouza -Dhamoitola Khatian No-7, Dag No- 280 having a total area of 60 Sataks and/or 36 Kottahs approx to be the same a little more or less.

lno lno AND MAERIAS Sri Krishna Chandra Mondal son of Late Sri Warra Chandra Mondal the recorded the said plot of 60 Sataks and or 66 Kottahs of land in his name by a partition Deed dated 12th Marca, 1964, was recorded in the office of the Sub-Registrar - Raruipur in book no-I, Volume No- 35 and from page 132 to 143 under the Deed No. 1885 of the year 1964.

AND NHEREAS the said plot of land with garden and trees of different description recorded in the records of Municipality under Khatlan No. 7 Dag No- 280 Mouza - Libaimaitola, Police Stationard Sub-Registry office- Sonarpur, under -24.-pargadas (South).

and possessed of the said plot of land with garden and trees having a total area of 60 Sataks and/or 36 kottahs a little more or less recorded in district -24-parganas P.S. and sub-Registrar Sonarpur, Mouza-Dhamiatola under Collectorate - 24-parganas total 6.56, Satak and land of revenue &. 21.93, P.Under J.L. No- 75, R.S. No. 236 Touzi 3 to 5 Khatian No-7, under Dag no- 280 without any co-sharer,

AND WHEREAS Sri Krishna Chandra Mondal son of Sri Haran Chandra Mondal sold 30 Satak of land and/or 18 Kottahs out of 60 Satak and/or 36 Kottahs of land with trees and garden thereon to Sri Anil Chandra Saha son of Kailash Chandra Saha and a resident of Shakhim Garia, Laskapur police Station and Sub-registry -Sonarpur Dist. 24-parganas on 23rd day of October, 1980, and the said conveyance and/or sale recorded in the sub-registry under Book No-I Volume No-59, pages 289 to 293 Deed no- 4586 for the year 1980.

AND WHEREAS The Municipality of Rajpur, recorded in the name of Sri Anil Chandra Saha, the said plot of 30 Satak and/or 18 Kottahs of land with trees and garden thereon under Mouza Dhamaitola J.L. No- 7, Dag No- 280,

AND MEERICAS Sei Anii Chandra Saht, the <u>PURCHASER</u> therain absolutely seized and/or possessed of and/or otherwise well and sufficiently entitled free from all encombrences charges and claims, liabilities whatsoever to a plot of land with structures and trees of different description measuring about 30 Sataks, and/or 18 Kottahs approx be the same a little more or less particularly mentioned and described in the schedule hereunder written and recorded in C.S. No. Dag no- 280 under Khatian No-7, of Mouza Dhamaitola J.L. No- 75, P.S. Sonarpur, District 24-parganas.

AND WHEREAS Sri Anli Chandra Saha the <u>VENDOR</u> therein sold land along with the attrictures trees and garden thereon eamentioned in the schedule to M/S. Shree Nursing Electric Stores, the <u>VENDOR</u> herein of 54,Ezra Street, Colcutta on 14th day of March, 1989 and the said conveyance and/or Sale recorded with the Registrar of Assurance Calcutta, in Book no- I Volume No. Deed no-3048, datted 14th day of March, 1989,

AND WHEREAS the Municipality of Rajpur recorded in the name of M/S. Shree Nursing Electric Stores the <u>VENDOR</u> herein of the plot of land with structures and trees thereon under Mouza Dhamaitola, J.L. No- 7, Dag No- 280.

AND WHEREAS M/S. Shree Nursing Electric Stores the <u>VENDOR</u> TEREIN APSOLUTELY seized and/or possessed of and/or otherwise well and sufficiently entitled free from all charges claims & encumbrances and liabilities whatsoever to a plot of land with structures and trees of different description upto 24-parganas.

AND WHEREAS MAS. Shree Nursing Electric Stores, the VEN TOOR herein has agreed to sell and the PURCHASER has agreed to pur chase through guardian the VENDOR'S 6 kottahs of land along

with the structures trees and gordons thereon, more particularly mentioned and described in the schedule hereunder written and at /or for a price of &. 27,500/- (Rupees Twenty seven thousand and Five bundred Unly) free from all encumbrances, charges claims and liabilities whatsoever.

NOW THIS INDENTURE WITNESSETH that in consideration of a sum of Rs. 27,500/-(Rupees twenty seven thousand and five hundred only) the Lawful money of the Union of India well and truly paid by PURCHASER to the <u>VEWDOR</u> as per memo hereunder written and/or before execution of these presents (thepayment and receipt whereof does and/or doths hereby admits and acknowledges and of and from same and every party thereof does and doths hereby acquit release and discharge for ever the said <u>FURCHASER</u>) hereby assign, conveys grants sell and transfer unto the purchaser her 5 Kottahs and Chittaks of land with structures and trees and garden thereon. more particularly mentioned and described in the schedule hereunder written OR HOWSOEVER OTHERWISE the said plot of land with structures trees and garden thereon more particularly mentioned and described in the schedule bereunder or any part thereof now is or are hereto fore was or were situated, butted and bounded called known numbered described or distinguished TOGETHER WITH all Electric installations structures firxtures, fittings, water connection plumbing Electric installations and boundary walls, yards, courtyards passage, common passages and pathwrys , lights, liberties privileges, easement, appurtenances whatseeven to the said plot of land along with a structures trees gardens thereon more particularly mentioned and described in the schedule hereunder written appurtaining and to/or usually and held or enjoyed he rewith or reputed to belong or to be appertenant there to AND ALL this estate, right title and demand whatsoever of the VENDOR both at law and in equity into or upon the said plot of land with structures trees and garden thereon more particularly mentioned and described in the

schedule bereunder written TO HAVE AND TO HOLD all the right, title and interest of the V $\forall\forall\forall\forall\theta$ in the said plot of land with the structure trees and garden thereon, more particularly mentioned and described in the schedule bereunder written with all therein appurtenances unto and to the use of the PIRCHASER absolutely and/or ever free from all encumbrances charges and the <u>VENDOR</u> does hereby covenant that the <u>VENDOR</u> has not done, omitted or knowingly the FURCHASER suffered or has been party to any act, deed or thing thereby he is prevented from granting and conveying her 5 kettahs8 chittakswith structures trees and garden thereon more partic larly mentioned and described in the schedule mercunder written and hereby assigned and asured conveyed granted sold and transferred or expressed or intended to so to be any and every part thereof ALL THAT the VENDOR does and do ths hereby with the <u>PURCHASER</u> that notwithstanding any act, deed, matter or thing by the VENDOR is now lawfully rightly absolutely sei-Zed or otherwise well and sifficiently entitled to all her rights relating to 5 Kottahs 8 Chittaks of land with structures and trees and Garden thereon more particularly mentioned and described in the schedule hereunder written and hereby assigned, assured, conveyed, grantedsold and transferred or expressed or intended to be and every part t hereof without any manner or conditions use trust encumbrances other things whatsoever to alter, defeat incumber of made void the same and notwithstanding any act deed whatsoever by the $\underline{ ext{VENDOR}}$ done or executed or knowingly suffered into the contrary he the VENDOR has good right full power and absolute authority to assign assure, con vey grant sell and transfer 5 Nottahs 8 chittaks of land with structures trees and garden thereon in right title and interest in upon the said plot of land with structure, trees and garden thereon more particularly mentioned and described in the schedule hereunder written and hereby granted conveyed and transferred or expressed or iratended so to be unto the PURCHASER free from all encumbrances charg≘s claims liens, lispendens whatsoever, in the manner aforesaid AND THAT THE PURCHASER shall and may at all times hereafter peaceably armed quietly possess and enjoy the plot of land with structures trees

and gardens thereon more particularly mentioned and described in the schedule hereunder written and free from all encumbrances charges claims and liabilities whatsoever made occasioned or suffered-by the VENDOR OR HER predecessor-in -title, or any person or persons lawfully or equitably claiming as AND FURTHER that the VENDOR and persons lawfully and equitably claiming any estate or interest in the said plot of land with structures, trees and gardens thereon more particularly mentioned and described in the schedule hereunder written or entrust for the VENDOR shall and will from time to time and at all times bereafter at the request of and costs of the PURCHASER do execute or caused to be done and executed to be done all such acts deed things whatsoever from further better and more perfectly assuring the said plot of land with structures, trees and gardens thereon more particularly mentioned and described in the schedule hereunder written in manner aforesaid in as such or as may be reasonably required AND THAT THE VENDOR shall at all times hereafter has indemnified and keep indemnified the <u>FURCHASER</u> her heirs, executors, administrators, representatives and assigns against all and all kinds of loss and damages and costs charges expenses suffered by the purchaser reason of any defect entitled of the vendor or any breach of the covenamits herein contained.

THE SCHELULS ABOVE REPERRED TO:

ALL THAT piece or percel of agriculture Danga land with structure containing an area of 5 Kottahs 8 Chittaks be same a little more or less situate and being a plot in District 24-parganas South, police Station- Sonarpur, Sub-Registrar-Sonarpur, Mouza Dhamaitola under Collectorate -24-parganas(South) J.L. No- 75, R.S.No. 236 Touzi to 5 kottahs no-7, Dag No- 280 butted and bounded as follows that it is to say on the North by a portion of C.S. Dag no- 280 belonging to SM. Annapurna Shah, on the South by public Road Called Darik Road, on the West by a public Road, called Darik Road, and on the East, by partly C.S. Dag no- 279 and partly by the plot of Hosain all or howsoever otherwise the said plot of land with trees—and a garden thereon are situate bounded called known described or distinguished and in respect where—of yearly rent for Rs. 1/- payable to the collection of West Bengal for the said sold property.

The said property is being used for agricultural purpose.

IN WITHESS WHEREOF THE VENDUR has signed, this indenture the day month and year above written.

SIGNED AND DELIVERED BY THE VENDOR AT CALCUTTA IN THE PRESENCE OF :-

P Mehrotra 44, Balaiam Dey Street, Calcuta-760006. Madden To Hundler

Lity Balancario Dey 34.

Received of and from the whithin named PURCHASER the sum of &. 27,500/-(rupees twenty seven (Lousand an) five hundred only) paid by the PURCHAick to VENDOR as per memo of Consideration.

? Mehrotra

77. K. 50800

Hadling Sudden Hundh

MEMO OF CONSIDERATION

By Cheque Number 013871 dated 5.1.91. of The Hongkong Shoinghai Banking Corporation 8, Ne toji Subhas Road Branch, Calcutte.

(Juenty Seven thousand five hundred) only

Rs. 27, 500=00

Morden Sudhan Des Mundler

P. Mehrotra.

K. K. Dagoo

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M/S. HEGE NURSING MECTRIC STORES.

AND

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ONT. SHATI MUNDHRA.



Mr.Vinay Mehrotra. Advocate,