भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्गल पश्चिम बंगाल WEST BENGAL B 159880

THIS INDENTURE is made this 26th day of September Two Thousand Six BETWEEN M/S. TANTIA ENTERPRISE, a partnership firm duly registered under Indian Partnership Act, 1932 represented by its partners **Krishna Kumar Tantia, Smt. Sangeeta Tantia, Smt. Nisha Tantia and Smt. Asha Tantia** having its registered office at 1/1, Vansittart Row, Kolkata – 700 001 hereinafter referred to as the **"VENDOR"** (which terms or expression shall unless excluded by

87657 25 SEP 2006

No ..... Date .....

Sold to Swapan Kumar Ash

Addl. 6, Old Post Office Street, KOLKATA-700001

10-40 A.M.

Calcutta Registration Office

Mitu Samanta

S. S. VENDOR, HIGH COURT, CAL

Mitu Samanta

13755

Mitu Samanta

13756

Pompa Samanta.

13757

Mitu Samanta W/o Sujit Samanta + Pompa Samanta W/o Sanjit Kr Samanta + Supama Samanta W/o Sanjit Samanta + Rina Samanta W/o Ranjit Samanta all are at 17, Shyam Square Lt. Shyampukur Kol-3

Swapna Samanta.

13758

Anil Kumar Tantia S/o Late S.M. Tantia at-2, Auckland Square Kol-17

Rina Samanta

Anil Kumar Tantia.

(ANIL KUMAR TANTIA)
S/o Lt. S.M. TANTIA
2, Auckland Square, Kol-17

26-9-06

or repugnant to the context be deemed to mean and include its successor in – office, administrators, legal representatives and /or assigns) of the ONE PART AND SMT. MITHU SAMANTA, wife of Sri Sujit Kumar Samanta, SMT. POMPA SAMANTA wife of Sri Sanjit Kumar Samanta, SMT. SUPARNA SAMANTA wife of Sarajit Samanta, and SMT. RINA SAMANTA, wife of Sri Ranajit Samata, all are residing at 17, Shyam Square, Kolkata – 700 003, P. S. Shyampukur, hereinafter referred to as "PURCHASERS" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators legal representatives and assigns) of the OTHER PART.

WHEREAS:-

A. By four separate deeds of conveyance all registered with the sub-registrar at Barasat in (i) Book No. 1, Volume No. 19, Pages 62 to 64, Being No. 604 for the year 1975 (ii) Book No. 1, Volume No. 91, Pages 48 to 54, Being No. 6152 for the year 1974, (iii) Book No. 1, Volume No. 91 Pages 43 to 47 Being No. 6131 for the year 1974 (iv) Book No. 1, Volume No. 36 zpsges 224 to 232 being No. 2938 for the year 1975 one Sri Asit Kumar Samanta, along with his six brothers, therein referred to as the purchasers for the consideration therein mentioned, purchased ALL THAT the land measuring an area of 1 (one) Bigha 11 (eleven) cotths 7 (seven) chittacks 15 (fifteen) sq. ft. comprised in Mouja Sahara, Dag No. 43 (part) 429, 431 (part) 432, 434 (part) , Khaitan No. 47, 111, 126,/75, 393, 501, Sub-registry office & Police Station – Barasat, District – 24 Parganas (North) absolutely and for ever.

B. By a Bengali Kobala dated 25th July, 1974, made between Sri Charan Bala Mondal & five others therein referred to as the Vendors and Sri Asit Kumar Samanta therein referred to as the Purchaser, for the consideration therein mentioned registered in the office of District Registrar, Barasat in Book No. 1, Volume No. 106, Pages 17 to 24, Being No. 7447 for the

13759

Krishna Kumar Tantia as Partner for Tantia Enterprise + Sangeeta Tantia, + Nisha Tantia + Asha Tantia all Partners for Tantia Enterprise office at 1/1, Vansittart Row Kol-1.

For TANTIA ENTERPRISE

Krishna Kumar Tantia.

Partner.

13760

Sangeeta Tantia

13761

Nisha Tantia.

13762

Asha Tantia

Anil Kumar Tantia S/o Late S. M. Tantia at 2, Auckland Square Kol-17

REGISTRAR OF ASSURANCES

Anil Kumar Tantia

(ANIL KUMAR TANTIA
S/o. Lt. S. M. TANTIA
2, Auckland Square
Kolkata-17

year 1974 the said Smt. Charan Bala Mondal and five others have duly sold, transferred, conveyed, assigned and assured unto and in favour of the said Asit Kumar Samanta ALL THAT the Danga Land measuring an area of 14 Cottha 8 chittacks 15 sq. ft. 24 satak comprised in Mouza-Sahara, Dag Nos. 428, 429, 430 and 435, under Khaitan Nos. 501, 111 and 359, J. L. No. 46, Touji No. 146, R. S. No. 3, Police Station and Sub-registry office – Barasat, District No. 24 Parganas absolutely and forever.

C. By an indenture of conveyance dated 13th September, 2002 registered with Additional Register of Assurances, Kolkata in Book No. 1, Volume No. 1, Pages. 1 to 16, Being No. 2197 for the year 2004 made between Sri Asit Kumar Samanta, therein referred to as the Vendor and M/s. Tantia Enterprise therein referred to as the purchaser, the said Asit Kumar Samanta for the consideration therein mentioned have duly sold, transferred, conveyed, assigned and assured unto and in favour of the said M/s. Tantia Enterprise **ALL THAT** his 1/7th undivided Share from and out of the total area of land measuring 1 Bigha 11 Cuttah 7 chittacks and 15 sq. ft. morefully and particularly described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL THAT** the land measuring and area of 14 cottahs 8 chittacks 15 sq. ft. (24 satak) comprised in Mauza - Shahara, Dag Nos. 428, 429, 430 and 435 under Khaitan Nos. 111, 359 and 501, morefully and particularly described in the **SECOND SCHEEULE** hereunder written absolutely and forever.

D. Thus by virtue of the said conveyance dated 13th September, 2002 the vendor herein become the absolute owner **ALL THAT** the undivided and undemercated 1/7th share in the land measuring 4 cotthas 7 chittacks 15 sq. ft. from and out of 1 Bigha, 11 cottahs 7 chittacks and 15 sq. ft. together with several corogated roof structures covering a super built up area of 500 sq. ft. comprised in Mauja-Sahara,C. S. Dag Nos. 43 (part), 429, 431 (part) 432 and 434 (part) under Khaitan Nos. 44, 111, 126/25, 393 and 501, J. L. No. 46, Touji No. 146, R. S. No. 3, Police Station and Sub-registry office – Barasat, Dist. 24 Parganas (North) as described in

THE REGISTRAR OF ASSURANCES

the **FIRST SCHEDULE** herein below AND also the land measuring 14 cotthas 18 chittacks 15 sq. ft. inclusive of corogated roof structure of covering an area of 1200 sq. ft. (super built up) comprised in Mouza – Sahara, Dag Nos. 428, 429, 430 and 435 under Khaitan No. 111, 359, J. L. No. 96, Touji No. 146 under police Station and Sub-registry office – Barasat, Dist. 24 Pargans, (North) mentioned in the **SECOND SCHEDULE** hereunder written.

E. The vendor desires to sell and purchasers have agreed to purchase **ALL THAT** the piece and parcel of land measuring the total area of 18 cotthas 14 chittacks 15 sq. ft. a little more or less together with several structures covering an area of 1700 sq. ft. (super built up) comprised in Mauja-Sahara,C. S. Dag Nos. 43, 428, 429, 430, 431 (part) 432, 434 (part) and 435 (part) under Khaitan Nos. 47, 111, 126/25, 359, 393 and 501, J. L. No. 46, Touzi No. 146, R. S. No. 3, Police Station and Sub-registry office – Barasat, Dist. 24 Parganas, (North) more fully and particularly describe in the **FIRST SCHEDULE AND SECOND SCHEDULE** respectively hereunder written and for a consideration of Rs. 24 Lacs (Rupees twenty four lacs) Only.

NOW THIS INDENTURE WITNESSETH as under:-

1. Pursuant to and in terms of the agreement dated 12th September, 2006 the vendor has agreed to sale and the purchasers have agreed to purchase **ALL THAT** the two separate pieces and parcel of land being undivided 1/7th Share from and out of 1 Bigha 11 Cotthas 7 Chitttacks and 15 sq. ft. i.e. 4 cottahas 7 chittacks 15 sq. ft. (Approx) morefully and particularly described in the **FIRST SCHEDULE** hereunder written AND another plot of land measuring an area of 14 cotthas 8 chittacks 15 sq. ft. (.24 satak) morefully and particularly describe in the SECOND SCHEDULE hereunder written for the consideration of Rs. 24 lacs (Rupees Twenty four lacs) Only.

SUB-REGISTRAR OF ASSURANCES

2. In pursuance of the said **AGREEEMENT** as Stated hereinbefore and in consideration of the sum of Rs. 24,00,000/- (Rupes Twenty Four lacs) only being the lawful money of the Union of India well and truly paid by the purchasers to the vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received of and from the payment of the sale and every part thereof) do hereby acquit release and discharge the purchasers and also the part or portion of the said premises hereby intended to be sold and transferred the Vendor do hereby sell transfer convey assure and assign ALL THAT the said part or portion of the Lands together an area measuring 18 cotthas 15 chittacks 30 sq. ft. more fully and particularly described in the FIRST SCHEDULE and SECOND SCHEDULE respectively hereunder written TO HAVE AND TO HOLD THE SAID land hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the purchaser absolutely and for ever free from all encumbrances charges liens lispendens attachments trust whatsoever or howsoever together with all easements quasi casements and right title and interest of whatsoever nature.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

1. That notwithstanding any act deed matter or thing whatsoever by the vendor done or executed or knowingly suffered to the contrary the vendor is lawfully rightfully and absolutely seized and/or otherwise well and sufficiently entitled to the said lands and all the appurtenant thereto hereby granted sold conveyed transferred assigned and assured or intended to be so assigned and assured and every part thereof for a perfect and indefeasible estate or inheritance without any hindrance or conditions trust encumbrances or make void the same.

2. The Vendor now has in itself good right and full power to convey and transfer by way of sale the said lands, hereby conveyed or intended so to be unto and to the use of the Purchasers in the manner aforesaid.

3. The purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, or possess and enjoy the said land, and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for it or any or them;

4. The purchasers shall hold the said lands and premises free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, unde4r or in trust for it.

a) The Vendor and all persons having or claiming any estate, right, title or interest in the said land, hereby conveyed or any part thereof by, from, under or in trust for the Vendor or its, executors, administrations or any or them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of purchasers in manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required. And in consideration aforesaid the Vendor doth grant unto the Purchasers, their respective heirs, executors, administrators and assigns

and the person or persons owing, occupying and possessing the said land and the building thereon and their visitors, agents, servants at all times and from time to time by night and by day to pass and repass over and across the internal roads or passages by foot, or by any vehicle of whatsoever nature. To Hold the same unto the purchasers, their respective heirs, executors, administrators and assigns and the person owning, occupying and possessing the said land and the building thereon and that the said right of way shall be appurtenant and annexed to the said land and shall run with the same but subject to the similar right of way that may be granted to the Purchasers. And the Vendor in consideration aforesaid doth also grant to the Purchasers, their heirs, executors, administrators and assigns the benefits of all the common amenities as electric and water supply, sewage and drainage connection, and other amenities And the Vendor in consideration aforesaid, doth herby covenant with the Purchasers that the Vendor shall on execution of these presents all deeds and writings comprised in the third Schedule hereunder written and which relate, as well as to the plot described in the first and second schedule hereunder written.

b) That notwithstanding any act deed matter or thing whatsoever done as aforesaid the Vendor now has good right full power and absolute authority to grant, convey, transfer sell and assign all that the part and/or portions of the premises hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT undivided 1/7th share part or share in ALL THAT several one storied brick built building and structure messuage land hereditaments and premises together with the piece or parcel of several plots of land thereunto belonging and on part whereof the same is erected and built containing a total area measuring about 1 Bigha 11 Cottahs 7 Chittacks and 15 sq. ft. (undivided 1/7th share/part or

share in the land thereof i. e. 4 Cottahs 7 Chittacks and 40 sq. ft. and 1/7th share in the in the built up area about 1500 sq. ft. structure with R. T. Shed roof) more or less comprised in Mouza Sahara C. s. Dag Nos. 43 (part) 429, 431 (part) 432, 434 (part) , under Khaitan No. 47, 111, 126/75, 393, 501, J. L. No. 46, Touzi No. 146, R. S. No. 3, Sub-registry Office & Police Station – Barasat, District – 24 Parganas (North) each having an undivided 1/7th share part or share therein.

THE SECOUND SHEDULE ABOVE REFFERED TO:

ALL THAT several one storied brick built building and structure messuage land hereditaments and premises together with the piece or parcel of several plots of land thereunto belonging and or part whereof the same is erected and built containing a total area measuring 14 Cottahs 8 Chittacks and 15 sq. ft. (.24 satak) comprised in Mouza Sahara, Dag No. 428, 429, 430 and 435 under Khaitan No. 111, 359, 501 J. L. No. 46 Touzi No. 146 R. S. No. 3, P. S. and Sub-Registry Office Barasat, District – 24 Parganas (North)

AND the said land with structures described in First Schedule and Second Schedule hereinbefore mentioned is butted and bounded :

ON THE NORTH : Village Road;

ON THE SOUTH : Jessore Road ;

ON THE EAST : Dag No.423

ON THE WEST : Nai Khal.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

For TANTIA ENTERPRISE
Kishore Kumar Tantia
Partner.

SIGNED AND DELIVERED by the VENDOR at Kolkata in the presence of :

Sangeeta Tantia
Nisha Tantia
Isha Tantia

Swapan Kumar Ash
Advocate
High Court Calcutta
Biswajit Bhattacharjee
18/A, Bagh bazar St. Kol-3.

SIGNED AND DELIVERED by the PURCHASER at Kolkata in the presence of :

Mitu Samanta
Pompa Samanta
Supriya Samanta
Rima Samanta

Swapan Kumar Ash
Biswajit Bhattacharjee

MEMO OF CONSIDEARION

RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs 24,00,000/- (Rupees Twenty five Lacs) only being total consideration money payable under these presents as per memo below :

Rs... 24,00,000/-

WITNESSES :

1. Swapan Kumar Ash
2. Biswajit Bhattacharjee

For TANTIA ENTERPRISE
Kishore Kumar Tantia
Partner.

Sangeeta Tantia
Nisha Tantia
Isha Tantia

SPECIMEN FORM FOR TEN FINGER PRINTS

Mithu Samanta

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Pompa Samanta

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Subhra Samanta

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Rina Samanta

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SPECIMEN FORM FOR TEN FINGER PRINTS

Harishan Kumar Pandit

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	
(Right Hand)				

Sangeeta Pandit

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Nisha Pandit

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Asha Pandit

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SUB-REGISTRAR OF ASSURANCES

[illegible] SECRETARY OF [illegible]

Volume No. 1
Page 1 to 14
Being No. 06218
of the year 2008

****

DATED THIS DAY OF 26.9.2006

****

BETWEEN

M/S. TANTIA ENTERPRISE

.... *VENDOR.*

AND

SMT. MITHU SAMANTA *& Ors.*

... *PURCHASERS*

ADDL. REGISTRAR OF ASSURANCE
KOLKATA
23/7/08

CONVEYANCE

SWAPAN KUMAR ASH
SOLICITOR & ADVOCATE
10,OLD POST OFFICE STREET
KOLKATA - 700 001

ADDL. REGISTRAR OF ASSURANCE
KOLKATA

07489 — P — 02197

M/V Rs 30,20,000/-

Dalhousie Sq.
554846 dt 27.4.04 97800
503674 16800
65800/-

STAMP AFFIXED IN

SBI. Kalkata
Cheque No. 498315
Dt. Rs. 43820

70942.00

Subsequently realised
Rs. ..... SBI Cheque no. ..... dt. .....

Additional Registrar of Assurances
Calcutta

THIS INDENTURE is made this 13th day of **December**, 2002

BETWEEN ASIT KUMAR SAMANTA son of Late Satyeswar Samanta by Caste Hindu by occupation business residing at premises No. 17, Shyam Square, P.S. Shyampukur, Kolkata-3 hereinafter referred to as the **VENDOR** (which expression shall mean and include unless repugnant to the context his heirs executors administrators legal representatives and assigns) of the **ONE PART AND M/S. TANTIA ENTERPRISE** a

A-241&7
E- 7
G- 55
M(a)- 25
M(b)- 4
242 58

2197561

1pm

Certified for Registration
Calcutta Registration Office
13th day of Dec 2002

Krishna Kr. Tantia
one of the Exets.

Additional Registrar of Assurances
Calcutta

Krishna Kumar Poddar.

Krishna Kr. Tantia As Partner of Tantia Enterprise at 111, Nonsittard Row. Kolkata-1. Ashok Kr. Samanta S/o Lt Satyeswar Samanta at 17, Shyam Square. Kolkata-3.

Tantia Enterprise by the pen of Krishna Kumar Poddar Partner

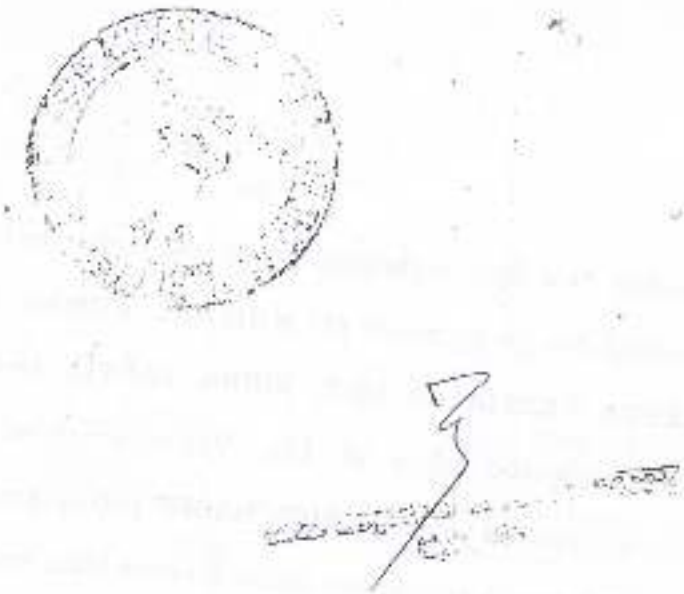
Abid Kumar

Ram Prasad Roy
S/o Lt A. K. Roy
10, Old post office St
Cal-1. Service.

Compared by me
Sd/- A. K. Roy
10, Old Post office St.
Cal-1, Service.

Additional Registrar of Assurances
Calcutta

partnership firm duly registered under the India Partnership Act, 1932 represented by its partners **(1) KRISHNA KUMAR TANTIA (2) SMT. SANGEETA TANTIA (3) SMT. NISHA TANTIA and (4) SMT. ASHA TANTIA** registered office at 1/1, Vansittart Row, Kolkata-700 001 hereinafter referred to as the **PURCHASER** (which expression shall mean and include unless repugnant to the context their respective successors, successors-in-office partners and assigns) of the **OTHER PART**.



WHEREAS by four separate registered deeds of conveyance all registered with the Sub-registrar at Barasat in (i) Book No.1 Vol. No. 19 Pages 62 to 64 being No. 604 for the year 1975 (ii) Book No.1 Vol. No. 91 Pages 48 to 54 being No. 6152 for the year 1974 (iii) Book No.1 Vol. No. 91 Pages 43 to 47 being No. 6131 for the year 1974 (iv) Book No.1 Vol. No. 36 Pages 224 to 232 being No. 2938 for the year 1975 the vendor alongwith his other six brothers i.e. Nishit Kumar Samanta, Ajit Kumar Samanta, Sujit

Registrar of Companies

Kumar Samanta, Sanjit Kumar Samanta, Sarajit Kumar Samanta and Ranajit Kumar Samanta duly purchased ALL THAT a vast Plot of danga land measuring about 1 Bigha 11 Cottahs 7 Chitticks and 15 sq.ft. comprised in Mouza Sahara C.S. Dag Nos. 43 (Part), 429, 431 (Part), 432, 434 (Part), under Khatian No. 47, 111, 126/75, 393, 501, J. L. No. 46 Touzi No. 146 R.S. No.3 P. S. and Sub-Registry Office Barasat, District-24 Parganas (North) free from all encumbrances and on valuable consideration.

AND WHEREAS by another Bengali Deed of Kowala registered with the Sub-Registrar at Barasat in Book No.1, Volume No. 106, Pages 17 to 24 being No. 7447 for the year 1974 the vendor also purchased a plot of danga land measuring 14 Cottahs 8 Chittacks and 15 sq.ft.(.24 Satak) comprised in Mouza Sahara, Dag No. 428, 429, 430 and 435 under Khatian No. 111, 359, 501 J. L. No. 46 Touzi No. 146 R.S. No.3 P. S. and Sub-Registry Office Barasat, District-24 Parganas (North) free from all encumbrances and on valuable consideration.

AND WHEREAS the vendor alongwith his said six brothers namely Nishit Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarajit Kumar Samanta and Ranajit Kumar Samanta are thus jointly seized and possessed of or otherwise well and sufficiently entitled to as the owners and proprietors of (1) ALL THAT the danga land measuring about 1 Bigha 11 Cottahs 7 Cottahs 15 sq.ft. comprised in Mouza Sahara C.S. Dag Nos. 43 (Part), 429, 431 (Part), 432, 434 (Part), under Khatian No. 47, 111, 126/75, 393, 501, J. L. No. 46 Touzi No. 146 R.S No.3 P. S. and Sub-Registry Office Barasat, Dist.-24 Pgs. (North)

Registrar of Research
Oxford

each having an undivided 1/7th part or share therein morefully described in **first schedule** hereunder written.

AND WHEREAS the vendor is thus also seized and possessed of or otherwise well and sufficiently entitled to as the absolute owner and proprietor of ALL THAT a plot of danga land measuring 14 Cottahs 8 Chittacks and 15 sq.ft. (.24 Satak) comprised in Mouza Sahara, Dag No. 428, 429, 430 and 435 under Khatian No. 111, 359, 501 J. L. No. 46 Touzi No. 146 R.S. No.3 P. S. and Sub-Registry Office Barasat, District-24 Parganas (North) morefully described in **Second Schedule** hereunder written.

AND WHEREAS upon purchase the said plots of danga land the vendor alongwith his said six brothers constructed several buildings and structures upon the said property and introduced and used to carry on Hosiery business in partnership amongst themselves alongwith their father Satyeswar Samanta (since deceased) under the name and style M/s. Samsons Processing Industries but ultimately the vendor and also his father Satyeswar Samanta during his life time in 23.11.1992 retired from the said partnership business and his other six brothers are still now carrying on the said business from the said properties.

AND WHEREAS the said six brothers of the vendor have no legal right of occupation to the share of the vendor in the said properties besides they have been permitted to continue the business after the retirement of the vendor as the leave and licensees free of charges and rent or whatsoever

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[illegible]

whose licence is liable to be terminated on or upon execution and registration of this deed of conveyance.

AND WHEREAS the purchaser was a supplier of coal of the vendor firm M/s. Snow Tex Processing Corporation whereupon a voluminous business had been made and executed between them during the periods and there is a huge amount is due and payable to the purchaser by the vendor amounting to Rs.21,97,561/- on which the purchaser has obtained a Decree from the Hon'ble High Court, Calcutta against the vendor under C.S. Suit No.88 of 2002 on 4th July, 2002.

AND WHEREAS due to non payment of the said decretal amount the purchaser has also put the said decree in execution under G.A. No.3439 of 2002 in the Hon'ble High Court, Calcutta whereupon certain order of attachment of properties of the vendor have been passed from time to time.

AND WHEREAS the vendor having no means or liquid funds to meet up the said decretal amount and costs and expenses of the execution proceedings negotiated with the purchaser to absolute sale to them his said entire share in the said properties as mentioned in **First Schedule and Second Schedule** hereunder written whereupon the vendor has agreed to sale and the purchaser has agreed to purchase the same at a price of Rs.21,97,561/- free from all encumbrances and in as is where is condition and possession of the brothers of the vendor in occupation in the said properties as the leave and licensees and carrying on the business therefrom.

Registrar of Assurances
Madras-14

AND WHEREAS the purchaser has agreed with the vendor to settle all claims of them and satisfy themselves in receiving a sum of Rs.21,97,561/- towards the decreetal claim as decreed on 29.7.2002 in suit No.88 of 2002 of the Hon'ble High Court, Calcutta as obtained by the purchaser against the vendor together with all costs consequences interest damages etc. in full and final settlement and satisfaction and the same will be adjusted and/or deemed to be adjusted and fully paid out of the sale proceed and consideration price as agreed by these presents simultaneously with the execution of these presents subject to the undertaking of the vendor of marketable title and the right of the purchaser to the said decree as recorded in the Deed of Indemnity and other documents executed by the Vendor.

AND WHEREAS the purchaser and/or its partners against the vendor and/or his partner of M/s. Snowtex Processing Corporation have instituted several criminal proceedings under Sec. 138 of the Negotiable Instrument Act in Bank Shall Court, Calcutta which the purchaser and/or its partners promise and undertake to unconditionally withdraw at their own costs and expenses and it is declared that on or upon the execution of these presents the purchaser or any of its partners men and agent have lost all their right to proceed in those criminal proceedings and/or those criminal proceedings shall be deemed to have been withdrawn ineffective and in-fructuous and the purchaser shall have no right to proceed with the same.

Asst. Engineer of Assurance
[illegible]

AND WHEREAS the vendor has full right and absolute authority to sell the land and property hereby sold, transferred and conveyed.

NOW THIS INDENTURE WITNESSETH that in pursuant to the above desire of the parties and in consideration of a sum of Rs.21,97,561/- adjusted paid and satisfied towards the decreetal claim and all other claims of the purchasers in full and final settlement and satisfaction in the manner as recited above and as arising out of the decree passed on 4th July, 2002 in Suit C.S. No.88 of 2002 by the Hon'ble High Court,(O.S.) Calcutta and all other proceedings as arose and may be arisen therefrom (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby release them the Purchasers) the Vendor doth hereby grant convey and transfer unto the purchasers their respective heirs executors, legal representatives successors, successors in office partners and assigns free from all encumbrances.

(1) . ALL THAT the danga land measuring about 1 Bigha 11 Cottahs 7 Chittacks and 15 sq.ft. comprised in Mouza Sahara C.S. Dag Nos. 43 (Part), 429, 431 (Part), 432, 434 (Part), under Khatian No. 47, 111, 126/75, 393, 501, J. L. No. 46 Touzi No. 146 R.S. No.3 P. S. and Sub-Registry Office Barasat, District-24 Parganas (North) each having an undivided 1/7th part or share thereinmorefully described in **first schedule** hereunder written. **AND**

(2). ALL THAT a plot of danga land measuring 14 Cottahs 8 Chittacks and 15 sq.ft. (.24 Satak) comprised in Mouza Sahara, Dag No. 428, 429,

Registrar of Companies

430 and 435 under Khatian No. 111, 359, 501 J. L. No. 46 Touzi No. 146 R.S. No.3 P. S. and Sub-Registry Office Barasat, District 24 Parganas (North)morefully described in **Second Schedule** hereunder written the said plots as mentioned in First Schedule and Second Schedule hereunder hereinafter for the sake of brevity collectively called as the said messuage land and hereditaments).

OR HOWSOEVER OTHERWISE the said messuage land and hereditaments or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished **TOGETHER WITH** all yards courts areas sewers drainages ways paths passages walls waters water courses lights rights liberties privileges easements and appurtenances whatsoever to the said messuage land and hereditaments belonging to or in anywise appertaining or usually held or enjoyed therewith or reputed or be appurtenant thereto **AND ALL THE ESTATE** right title interest claim and demand whatsoever of the Vendor in to or upon the said messuage land and hereditaments or any part thereof **TOGETHER WITH** all deeds pattas and muniments of title whatsoever in anywise relating to or concerning the said land and hereditaments or any part thereof which now are or hereafter shall or any in the possession power or control of the Vendor his heirs executors administrator representatives and assigns or any other person or persons from whom he or they or any of them may procure the same without any action or suit **TO HAVE AND TO HOLD** the said messuage land and hereditament hereby granted or expressed so to be **UNTO AND TO THE USE** of the purchasers absolutely and

Ex. Registrar of Assurances
Calcutta

forever **AND THE** the Vendor doth hereby for himself his heirs executors administrators representatives and assigns covenant with the purchasers their heirs executors legal representatives and assigns that notwithstanding any act deed or thing by the Vendor (or by any of his ancestors) done executed or knowingly suffered to the contrary he the Vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said messuage land and hereditaments hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or use in trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT** notwithstanding any such act deed or thing whatsoever as aforesaid the Vendor has now in himself good right and full power and absolute authority to grant the said messuage land and hereditaments hereby granted or expressed so to be unto and to the use of the purchasers their heirs executors legal representatives and assigns in manner aforesaid **AND** the Purchasers their heirs executors legal representatives and assigns shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land and hereditaments and receive the proportionate rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them (or from or under any of his ancestors). **AND THAT** free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estate and encumbrances created by the Vendor (or by any of his ancestors) or any person or persons lawfully or equitably claiming under

or in trust for him **AND THAT** the Vendor and all person or persons having or lawfully or equitably claiming any estate,or interest in the said messuage land and hereditaments or any part thereof from under or in trust for the Vendor (or any of his ancestors) shall and will from time to time and at all times here after at the request and costs of the purchasers their respective heirs executors legal representatives and assigns do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said messuage land and hereditaments and every part thereof unto and to the use of the purchasers their respective heirs executors legal representatives and assigns in manner as aforesaid as shall or may be reasonably required.

AND the vendor doth hereby covenant with the purchasers that they will unless prevented by fire or some other inevitable accident from time to time or at all times hereafter upon every reasonable request and at the costs of the purchasers produce or cause to be produced to them, their Lawyers or Agents or at any trial hearing commission or otherwise as occasion shall require of the deeds and writings as are recited hereinabove and in his possession, power and custody for the purpose of showing the title of the vendor to the said messuage land and hereditaments hereby conveyed and expressed so to be or any part thereof AND ALSO at the like requests and costs of the purchasers shall deliver or cause to be delivered unto the purchasers such attested or other copies or extracts of or from the said deeds and writings or any of them that may require and will in the meantime unless prevented as aforesaid keep the said deeds and safe unobliterated and uncancelled.

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THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT undivided 1/7th part or share in ALL THAT several one storied brick built building and structure messuage land hereditaments and premises together with the piece or parcel of several plots of land thereunto belonging and on part whereof the same is erected and built containing a total area measuring about 1 Bigha 11 Cottahs 7 Chittacks and 15 sq.ft. (undivided 1/7th part or share in the land thereof i.e. 4 Cottahs 7 Chittacks and 40 sqft and 1/7th share in the built up area about 1500 sqft structure with R.T. Shed roof) more or less comprised in Mouza Sahara C.S. Dag Nos. 43 (Part), 429, 431 (Part), 432, 434 (Part), under Khatian No. 47, 111, 126/75, 393, 501, J. L. No. 46 Touzi No. 146 R.S. No.3 P. S. and Sub-Registry Office Barasat, District-24 Parganas (North) each having an undivided 1/7th part or share therein.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT several one storied brick built building and structure messuage land hereditaments and premises together with the piece or parcel of several plots of land thereunto belonging and on part whereof the same is erected and built containing a total area measuring 14 Cottahs 8 Chittacks and 15 sq.ft. (.24 Satak) comprised in Mouza Sahara, Dag No. 428, 429, 430 and 435 under Khatian No. 111, 359, 501 J. L. No. 46 Touzi No. 146 R.S. No.3 P. S. and Sub-Registry Office Barasat, District-24 Parganas (North)

AND the said land with structures described in First Schedule and Second Schedule hereinbefore mentioned is butted and bounded :

[illegible] REGISTRAR OF ASSURANCES-II
[illegible]

ON THE NORTH : Village Road ;

ON THE SOUTH : Jessore Road ;

ON THE EAST : Dag No. 423 ;

ON THE WEST : Nai Khal

IN WITNESS WHEREOF the vendor hereto has hereunto set and subscribed his hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED AT CALCUTTA IN THE PRESENCE OF :

Ajit Kumar Singh
(VENDOR)

1, Soumendra
10, old Post office St.
Calcutta - 700001

2) Ramprasad Roy
12, O/C Post office St.
Cal - 1

Tantia Enterprise by the pen of
Vaishna Kumar Tantia
Partner.

(PURCHASER)

Addl. Registrar of Assurances
Chennai

RECEIVED upto the day month and year first above written from the within named purchaser the within mentioned sum of Rs.21,97,561/- as and by way of entire consideration/sale price by these presents as per memo below :

MEMO OF CONSIDEATION

By adjustment of the decreetal claim and all claims arising out of decree dated 4th July, 2002 in C. S. Suit No. 88 of 2002 of the Hon'ble High Court (O.S.) Calcutta and the costs expenses and all other claims in execution of the said decree and all proceedings under the said suit for a sum of Rs.21,97,561/-

(Rupees twenty one lac ninety seven thousand five hunded and sixty one only.)

Asit Kumar Sen

WITNESSES :

1. Gaurabhadra Das
10, old Post office St.
Calcutta - 700001

2. Ramprasad Roy
10, old Post office St.
Cal - 1

Addl. Registrar of Assurances-2
Calcutta

57
12/12

16
2197
2004

DATED THIS 13th DAY OF DECEMBER 2002

BETWEEN

ASIT KUMAR SAMANTA

VENDOR

AND

M/S TANTIA ENTERPRISE

PURCHASER

ENR. Registrar of Assurances
Calcutta
29/4/04

CONVEYANCE

ENR. Registrar of Assurances
Calcutta

C.K.DEORA & COMPANY
ADVOCATES
10, OLD POST OFFICE STREET
KOLKATA – 700 001