

shall include its successors-in-interest and/or assigns) of the QNE PART AND CHIEH SHING TANNERY, a partnership firm having its Office at 104/D, Matheswartola Road, Calcutta 700 046, hereafter called "the PURCHASER" (which expression shall include the said firm and/or its partners for the time being and/or their respective successors-in-interest and/or assigns) of the QTHER_PART:

## HHEREAS:

A. One Prahlad Chandra Mondal, son of Late Haladhar Mondal was the sole and absolute owner of ALL THAT the piece or parcel of land admesuring 1 (One) Bigha 15 (Fifteen) Cottahs 1 (One) Chittack and 20 (Twenty) square Feet, more or less comprised in Division 4, Sub-Division 'N' formerly Holding No.276, now Holding No. 226, Mouza South Tangra, hereafter called "the EIRST_LAND", free from all encumbrances whatsoever;
B. By a registered Conveyance in Bangali (Kobala) dated 12th June 1911 between Prahald Chandra Mondal, therein called the Vendor of the One Part and Chandi Charan Das, therein called the Purchaser of the Other Part, the Vendor therein sold, conveyed and transferred to the purchaser therein the entirety of the first Land, free from all encumbrances, for the consideration therein mentioned;
C. By a Conveyance in Bengali (Kobala) dated 2nd April, 1917. between Chandi Charan Das, therein called the Vendor of the One Part and Bejoy Krishna paul, therein called the Purchaser of the Other Part and registered in the Office of the District Sub-Registrar, Alipore,

in Book No.I, Volume No.14, at Pages 167 to 169, Being No. 954 for the year 1917, the Vendor therein sold, conveyed and transferred to the Purchaser therein, the entirety of the First Land, free from all encumbrances, for the consideration therein mentioned;

Bejoy Krishna Paul while seized and possessed of the First Land made the same revenue redeemed on 15 th July, 1920 and obtained Revenue Redemption Certificate;

During the period of District Settlement Operation, sometime in the Year 1928, Bejoy Krishna Paul got his name recorded as the raiyat in the records of the Settlement Office and the First Land was recorded in his name in C.S. Dag No. 761, C.S.Khatian No.587, Mouza Tangra, J.L. No.5, Police Station Tollygunge (now Tiljala) in respect of land admeasuring $.61^{\prime}$ (Point Six One) Acre equivalent to 1 (OneA Bigha 16 (Sixteen) Cottahs and 14 (Fourteen) Chittacks and 22 (Twenty Two) Square Feet, more or less having Madhya Satyadhikari right in Division 4, Sub-Divion 'N', Holding No. 226, Touzi No. 1298/2833, Dihi Panchannagram;
F. By an Indenture dated 10th June, 1974; between Bejoy Krishna Paul, therein called the Vendor of the One part and Yeo Fah Tannery Private Limited, the Vendor herein, therein called the Purchaser of the Other part and registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 95 , at Pages 80 to 85 , Being No. 3883 for the year 1974, the Vendor therein sold, conveyed and transferred to the purchaser

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therein, the entirety of the First Land, free from all encumbrances, for the consideration therein mentioned;
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By an Indenture dated 16 th October, 1973 between Musst. Najibunessa Bibi, therein called the Vendor of the One Part and Yeo Fah Tannery Private Limited, the Vendor herein, therein called the Purchaser of the Other part and registered in the Office. of the Registrar of Assurances, Calcutta, in Book No.I, Volume No.217, at Pages 40 to 45 , Being No. 6133 for the year 1973, the Vendor therein sold, conveyed and transferred to the Purchaser therein ALL THAT the piece or parcel of land admeasuring . 65 (Point Sixty Five) Decimals, more or less, comprised in C.S. Dag No.760, C.S.Khatian No.83, J.L. No.5, Mouza Tangra, Police Station Jadavpore (now Tiljala) R.S.No. N.G.D.4, Dihi Panchannagram, Touzi No.1298/2833, Division 4, Sub-Division 'N', New Holding No.225, District 24 - Parganas, hereafter called "the SECOND LAND", free from all encumbrances, for the consideration therein mentioned;
$H$ Thus the Vendor has become the sole and absolute owner of the First Land and the Second Land, hereafter collectively called "the LARGER LAND", free from all encumbrances;
I. A portion of the Larger Land has been acquired by the Calcutta Municipal Corporation for construction of a portion of the road known as Eastern Metropolitan By Pass;
ser :

J. After acquisition of a portion of the Larger Land as aforesaid, the remaining portion of the Larger Land is hereafter called "the PREMISES";
K. The Vendor herein got constructed tin shed structures and other structures on the Premises;
L. By an Indenture of Lease dated 9th February, 1983 between Yeo Fah Tannery Private Limited, the Vendor herein, therein called the Lessor of the One Part and Chieh Shing Tannery, the Purchaser herein, therein called the Lessee of the Other Part and registered in the Office of the District Sub-Registrar, Alipore, 24 Parganas, in Book No.I, Volume No.56, at Pages 275 to 280, Being No. 1637 for the year 1983, the Vendor herein granted a lease in respect of a portion of the Premises i.e., ALL THAT the tin shed structures TOGETHER. WITH the piece or parcel of land, whereupon or on a part whereof the same are erect and built, admeasuring 13 (Thirteen) Cottahs 12 (Twelve) Chittacks and 28 (Twenty Eight) Square Feet, more or less, comprised in portion of C.S. Dag Nos. 761 C.S. Khatian No. 587 and portion of C.S. Dag No. 760, C.S. Khatian No.83, Mouza Tangra, being Municipal Premises No.104/D, Matheswartola Road, Calcutta - 700 046, more fully described in the SCHEDULE hereto and delineated on the Map or Plan annexed hereto and bordered in colour "RED" thereon, hereafter called "the SUBJECT PREMISES", for a term of 9 (Nine) years with effect from 1st March, 1983, for a monthly lease rent of Rs.206/- (Rupees Two Hundred And Six) only payable according to the English


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calendar month, in the manner and on the terms and
conditions therein mentioned;
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M. On or about 29th February, 1992, the term of lease expired but the Purchaser herein failed and neglected to hand over the peaceful possession of the premises to the Vendor herein and continued to be remain in the possession thereof;
N. As such, disputes and differences arose between the Vendor of the One Part and the Purchaser of the other Part. The Vendor was claiming from the Purchaser the possession of the Subject Premises but the Purchaser was reluctant to do so and there was imminent threat of litigation between the parties hereto;
0. At the intervention of the well wishers, the differences and disputes between the parties hereto has been amicably settled and it has been agreed: between the parties hereto that the Vendor shall sell to the Purchaser the entirety of the Subject Premises, free from all encumbrances, for the consideration of Rs.2,50,000/- (Rupees Two Lacs And Fifty Tholisand) only:

## NOW THIS INDENTURE WITNESSETH THAT:

I. In pursuance of the premises and in consideration of a sum of Rs.2,50,000.00 (Rupees Two Lacs And Fifty Thousand) only paid by the Purchaser to the Vendor at or before the execution of these presents (receipt whereof the Vendor doth hereby as well as by the Receipt and Memo hereunder written admit, acknowledge

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and of and from the payment of the same and every part thereof, for ever release, discharge and acquit the Purchaser and the Subject. Premises) the Vendor doth hereby grant, sell, transfer, convey, assign and assure unto the Purchaser the Subject Premises i.e. ALL THAT the tin shed structures TOGETHER WITH the piece or parcel of land, whereupon or on a part whereof the same are erect and built, admeasuring 13 (Thirteen) Cottahs 12 (Twelve) Chittacks and 28 (Twenty Eight) Square Feet, more or less, situate lying at and being the Subject Premises i.e., Municipal Premises No. 104/D, Matheswartola Road, Calcutta-700 046, more fully described in the SCHEDULE hereto and delineated on the Map or Plan annexed hereto and bordered in colour "RED" thereon, which is hereinbefore as well as hereafter called "the SUBJECT PREMISES" OR HOWSQEVER 'OTHERWISE the Subject Premises now are or is or at any time heretobefore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, fences, passages; sewers, drains, water, water courses, trees, bushes, hedges, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the Subject Premises or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions remainder or remainders and all rents, issues and profits thereof and all and every part thereof, hereby granted, sold, conveyed, transferred,





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assigned and assured or expressed or intended so to be AND all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the vendor into, upon or in respect of the Subject Premises or any part thereof AND all deeds, pattas, muniments, writings and evidences of title relating to the Subject Premises or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendor or any person or persons from whot the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the Subject Premises and all and singular the lands, hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the purchaser absolutely and forever, free from all encumbrances, trusts, liens, lispendens, charges, attachments, claimants, requisitions; acquisitions, vestings and alignments whatsoever;
II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:
i) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any of its predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary, the Vendor is now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the Subject Premises and

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all, other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the purchaser in the manner aforesaid;
ii) AND THAT notwithstanding any act, deed, matter or thing done as aforesaid, the vendor now hath good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Subject Premises and all properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents;

AND THAT the Subject Premises and all other properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each of them are now free fromall encumbrances, demands, claims, charges ifens, attachments, vestings, leases, lispendens, uses, debutters or trusts made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest in the Subject Premises from under or in trust for the Vendor;
iv) AND THAT the Vendor has, at or before the execution of this conveyance, delivered and/or deemed to have been delivered vacant and peaceful

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possession of the entirety of the Subject Premises to the Purchaser:
v) AND THAT the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the Demises and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor:

AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the costs and expensessof the Vendor, well $\because$ and sufficiently entitled, saved and indemnified of from and against ali charges, liens, debts, attachments and encumbrances whatsoever suffered or created by the Vendor or any of his predecessors-in-title or any person lawfully or equitably claiming as aforesaid;

AND THAT the Vendor shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances,

liens, attachments, lispendens, uses, debutters, trusts, claims and demands of any and every nature whatsoever by or against. the Vendor or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the Subject Premises or any part thereof;

AND ALSO THAT the Vendor and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the Subject Premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter, at the request and costs of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the Subject Premises and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required;
ix) AND ALSO THAT the Vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Subject Premises and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title;

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ALL THAT the tin shed structures TOGETHER WITH the piece or parcel of land, whereupon or on a part whereof the same are erect and built, admeasuring 13 (Thirteen) Cottahs 12 (Twelve) Chittacks and 28 (Twenty Eight) Square Feet, more or less, situate, lying at and being Municipal Premises No.104/D, Matheswartola Road, Calcutta - 700.046, comprised in a portion of C.S. Dag Nos. 761 C.S. Khatian No. 587 and a' portion of C.S. Dag No.760, C.S. Khatian No.83, J.L. No.5, Mouza Tangra, R.S.No. N.G.D.4, Dihi Panchannagram, Touzi No.1298/2833, Division 4; Sub-Division ' $N$ ', New Holding No.225, District 24-Parganas, Police Station Tiljala; within Sub-Registry Sealdah, within Ward No. 66 of, the Calcutta Municipal Corporation and delineated on the Map or Plan annexed hereto and bordered in colour "RED" thereon and butted and bounded as follows :

ON THE NORTH : BY Corporation drain;

QN THE EAST : By municipal Premises No. $104 / \mathrm{D} / 1$, Matheswartala Road;

ON THE SOUTH : By road known as E.M. Bypass;
ON THE WEST

By Municipal Premises No. 104/D/2, Matheswartala Road;


IN WITNESS WHEREQF the VENDOR has executed these
presents on the day month and year first above written.

EXECUTED AND DELIVERED by the
VENDOR at Calcutta in the
Sow yen pah tannery private:
presence of :

1. Mahindra Kumor Surans,

5 Talon $f$ Company. Adrocitis (LI YAC LIANG 6/7A. A.J.C. Bose Rend.
Caleinit - 700 of 7
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$\because E I V E D$ from the withinnamed Purchaser k withinmentioned amount towards full Id final payment to the consideration $r$ sale of Subject Premises i.e. nicipal Premises No. $104 / \mathrm{D}$, theswartola Road, Calcutta - 700046 ,

SCHEDULE hereinabove

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& \text { Rs. } 2,50,000.00 \\
& \operatorname{Rs.2,50,000.00} \\
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(Rupees Two Lass And Fifty Thousand) only.

## MEMO OF CONSIDERATION

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DATED THIS SH DAY OF MAY 200
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$\therefore$ PURCHASER

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$24.9 \cdot 2001$



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