

lection 21 (2) does not come under U.S (Cand R) Act 19/6 as per Hon'ble Supreme aurt's order

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25/5/87

THIS INDENTURE made this 22ndday of May One thousand nine hundred Eight Seven .BUTWEEN SK. ASGAR ALI, son of Late Sk. Abu Bakkar, by faith Muslim, by occupation Service, residing at Village Daulatpur P.S.Maheshtola, District 24-Parganas (South), hereinafter called and referred to as the SELLER/VENDOR (which term of expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representatives, executors and assigns) of the MOHAMMAD ABU BAKKAR MAKKAR son of

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of Kurukunnath Abu Bakkar Makkar, by caste Muslim, by occupation Business, residing at 171/C, Lenin Sarani, Cabutta-700013, hereinafter called and referred to as the PURCHASER/VENDEE (which term of expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the Vendor is absolutely seized and posses

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more or less .16 decimals of Danga land which was purchased from Gobinda Chandra Nawn, which was registered at S.R. Bidhannagore being Deed No. 3256 dt. 6.5.1986, more fully and particularly described in the Schedule A, B, C, respectively and enjoying the same without any interruption whatsoever in any manner.

AND WHEREAS due to urgent need of money the Vendor declared to sell the aforesaid land mentioned in Schedule A, B, C and the Purchaser herein have agreed to purchase the same at a lump sum consideration of Rs. 30,000/- (Rupees

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(Rupees Thirty thousand) only free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in purcuance of the aforesaid agreement and in consideration of the said sum of Rs.30,000/-(Rupees Thirty thousand) only well and truely paid to the said Vendor by the Purchaser on/or before the execution of these presents (the receipt whereof the Vendor doth hereby acquit release and for ever discharged the said Purchaser as well as the said land hereby conveyed. The Vendor hereby grant, transfer convey, sell assure and assign to an unto the said Purchaser his heirs, administrators and assigns the said Danga land measuring .16 decimals more

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fully described in the Schedule A, B, C, hereunder written and deleneated in the Sketch map annexed hereto or HOWSO.

EVER otherwise the said land and every part thereof now are or is or heretofore were or was situated, butted bounded called known numbered described or distinguished together with all paths and passages, ways, water water courses, yards, areas, trees, shurbs, sewers, drains, common fences, lights, rights, liberties, advantages, benefits, previleges, easements, appendages, appurtenances whatsoever of the said land belonging to or anywise appertaining to or usually held enjoyed occupied therewith or reputed to belong or be appurtenant thereto and the rents issues

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profits, thereof and all the estate, rights, title, interest, property claim, demand, what soe ver both at law and equity of the Vendor upon the said land and every part thereof and all the deeds, pattahs, miniments of title writings, evidence of title which exclusively relate to the said land and or an any part thereof which now are or any hereafter shall or may be in the custody power control or possession of the Vendor or any person or persons from whom the said Vendor can or may procure the same without any suit or action to TO HAVE AND TO HOLD THE SAID LAND HEREBY GRANTED transferred, conveyed or expressed or intended so to be and every part thereof to and unto and to the use of the said -Purchaser absolutely and for ever free from all encumbranencumbrances and the Vendor doth hereby covenant with the said Purchaser that NOT WITHSTANDING any act, deed, matter, things, by the Vendor made done or executed or knowingly suffered to the contrary the Vendor now has good rightfull and absolute power, control authority and indefeasibletitle to grant, transfer and convey and the said land and every part thereof hereby granted and conveyed or intended so to be unto and to the use of the said Purchaser his - heirs, executors, representatives, administrators, and assigns in the aforesaid and delivered vacant and peaceful khas possession thereof simultaneously with the execution of these presents and the Purchaser shall and may at all time hereafter peaceably and quietly and quietly hold possess of land - enjoy the said land along with all easements and every part thereof on getting his name duly mutated before the appropriate authority or authorities by paying the taxes and rents accordingly without any lawful eviction, - interruption, claims, demands whatsoever from or by the Vendor or from any person or persons lawfully or equitable claiming from or in and that free and clear freely and clearly and absolutely acquitted exonerated discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, lispendens, whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming any interest in the said land or any part thereof for under or in trust for him shall and will from time to time or at all times at the request and cost of the Purchaser

his heirs, executors, representatives, administrators and assigns or successors do and execute or cause to be done or executed all such acts, things, matters, deeds, whatsoever for more perfectly assuring the said land or every part thereof to the Purchaser his heirs, executors, representatives administrators, assigns as shall or may be reasonably required. The land treated and and Agricultural.

SCHEDULE 'A' ABOVE REFERRED TO :-

ALL that piece or parcel of land measuring 0.07 (Seven) decimals together with structure situate and lying in Mouza Hatiara Sub-Registry Cossipore Dum Dum at present Bidhan Nagar Touzi No. 169 J. L. No. 14 R.S. No. 188, C.S. Khatian No. 774 R.S. Khatian No. 863 C.S. Dag No. 591, R.S. Dag No. 637, area more or less 3½ decimals and C.S. Dag No. 592 R.S. Dag No.637 area more of less 3½ decimals, total 0.07 (Seven) decimals, the proportionate rent of R. — Paise is payable to the Collector of 24 - Parganas for the State of West Bengal under P.S. Rajarhat in the District of 24 - Parganas (North).

SCHEDULE B ABOVE REFERRED TO ;

ALL that piece or parcel of land measuring 0.04 (Four) decimals together with structure out of 06½ decimals situate and lying in Mouza Hatiara, Pargana Kalikata, Touzi No. 169, J.L. No.14, R.S. No. 188 C.S. Khatian No. 1275 appertaining to Dag No. 588 under P.S. Rajarhat, in the District of North 24 - Parganas.

SCHEDULE °C ABOVE REFERRED TO

ALL THAT piece and parcel of Danga land measuring 0.05 (Five) decimals together with structure situate and lying in Mouza Hatiara Pargana Kalikata, Touzi No.169, J.L. No.14, R.S. No. 188, C.S. Khatian No. 1416 appertaining to R.S. Dag No.593/614 under P.S. Rajarhat in the District of North 24 - Pargnas, Total area of land in the Schedule A.B.C. are .16 (Sixteen) decimals.

MEMO OF CONSIDERATION :-

Paid by ALGHURAIR EXCHANGE. P.O. Box - 5530, DUBAI (UAE) D.D. No - 56827 dated 16 - 11 - 1986 for R. 25,000/- (Rupees twenty five thousand only) and cash R. 5,000/- (Rupees five thousand only), total R. 30,000/- (Rupees Thirty thousand only).

WITNESSES :-

1. Md. Ziaul Hoguel Alter Haliera De Dajanhat 24 Pangame.

SK. Asgar A4.
SIGNATURE OF THE VENDOR

MD. SAUM MAKKAR 171/c, LENIN SARANI, CALCUSTA -700013.

IN WITNESS WHEREOF the Vendor hereunto set and subscribe his hand and seal this the day month and year first above written.

WITNESSES :-

1. Ild. Right Hoque,

2. John

SK. ASJON AL.

SIGNATURE OF THE VENDOR

PREPARED BY ME:Aftabnodin Ahmes
L'eense NO-XI-25.

TYPE BY ME :-

Uday Bose.
(UDAY BOSE)
94, V.I.P. SUPER MARKET
BAGUIATI, CALCUTTA - 700 059.

