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ARUN KR. BHOWMICK ADVOCA: E

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BIGH COURT, AULDATA

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AND

SRI RADHEY SHYAM AGARWAL (H.U.F), represented by its Karta **SRI RADHEY SHYAM AGARWAL** son of Late Gobind Ram Agarwal, by faith Hindu, by Occupation – Business, residing at 7, Rabindra Sarani, First Floor, Room No. 02, Kolkata – 700 001, hereinafter called the **PURCHASER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **OTHER PART**.

WHEREAS one Kirti Chandra Khan by two registered Deeds of Conveyance dated 8th June 1956 and 25th October, 1956 both registered at the Sub-Registrar office at Barasat, Copied in Book No. I, Volume No. 54, Pages 174 to 176, Being No. 5180 for the year 1956's Book No. I, Volume No. 77, Pages 259 to 261 for the year 1956 sold and conveyed to Mr. Leslie Henry Franklin 15 Decimal of Royati Land including tank and 43 Decimals of Royati Mokarari Land in Dag No. 1300 – 1301, Touzi No. 146, Khatian No. 197 and 216, J.L. No. 45, In Mouza – Doharia, Police Station – Barasat for the consideration thereinmentioned.

AND WHEREAS one Chamena Bibi wife of Late Hurmatali Mondal by a separate Deed of Conveyance dated 28th May, 1956 registered at the Barasat Sub-Registrar office in Book No. I, Volume No. 50, Pages 57 to 59, as Being No. 4923 for the year 1956 sold and conveyed to Mr. Leslie Henry Franklin his 71/4 Decimals of Royati Mokarari land comprised in Touzi No. 146, Khatian No. 197 and 216, Dag No. 1300 – 1301 for the consideration therein mentioned.

and whereas one Rahamat Ali Mondal and Ahmad Ali Mondal both sons of Late Hormat Ali Mondal and Sarbanu Bibi wife of Yusuf Ali Mondal and Lal Banu Bibi wife of Moksed Ali Mondal of Anwarpur, Mouza – Doharia Village, by another registered Deed of Conveyance dated 22nd March, 1955 registered at the office of the District Registrar, 24-Parganas, in Book No. I, Volume No. 40, Pages 27 to 29, Being No. 1017 for the year 1955 sold and conveyed to the Mr. Leslie Henry Franklin their joint 30.1/ decimals of Royati

Mokrari Land which they inherited from their ancestors comprised in Touzi No. 146, J.L. No. 45, R.S. Dag No. 1300 & 1301, Khatian No. 197, 216, Village Doharia, Police Station and Sub-Registrar Barasat, in the District of 24-Parganas (North).

AND WHEREAS Mr. Leslie Henry Franklin, was thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area 82 Decimals i.e; 02 Bighas 09 Cottahs 09 Chittaks 24 Sq.ft., be the same a little more or less together with building structures and ponds at Mouza – Doharia, Police Station – Barasat and Sub-Registration Office Barasat, in the District of 24-Parganas (North) more particularly described in the schedule hereunder written.

and whereas by a Deed of Conveyance dated 26.07.1972 registered at the office of the Addl. District Sub-Registrar Alipore Copied in Book No. I, Volume No. 68, Pages 245 to 250 Being No. 2981 for the year 1972 Mr. Leslie Henry Franklin sold, transferred and conveyed to Sri Nisith Kumar Banerjee & Subal Kumar Basu ALL THAT piece or parcel of land measuring an area 82 Decimal comprised in Touzi No. 146, J.L. No. 45, R.S. Dag No. 1300 & 1301, Khatian No. 197, 216, Village Doharia, Police Station Barasat, in the District of 24-Parganas (North) and subsequently the R.S. Khatian No. 216 was renumbered as 905 in the name of Mr. Leslie Henry Franklin.

AND WHEREAS the Vendors (1) SRI NISITH KUMAR BANERJEE, (2) SRI SUBAL KUMAR BASU, are thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area 82 Decimals i.e; 02 Bighas 09 Cottahs 09 Chittaks 24 Sq.ft., & physically 47 Cottahs 10 Chittaks 28 Sq.ft., be the same a little more or less together with building structures at Mouza – Doharia, Police Station – Barasat and Sub-Registration Office Barasat, in the District of 24-Parganas (North) more particularly described in the schedule hereunder written.

AND WHEREAS the Vendors have applied before J.L.R.O. for conversion of land from Bastu to Industrial Land. But subsequently they have neither erect any factory and continued any business in the said land.

AND WHEREAS the Vendors have constructed buildings structures and boundary wall to the said property.

AND WHEREAS the Vendors have agreed to sell, and the Purchaser has agreed to purchase the said plot of "Bastu" & "Danga" land measuring an area **07(seven) Cottahs 03(three) Chittaks 09(nine) sq.ft.**, being Plan Plot No. B', with structure & building standing thereon, comprised in R.S. Dag No. **1300**, **1301**, under R.S. Khatian No. **197**, **905**, at Mouza – Doharia, Police Station – Barasat, in the District of 24-Parganas (North), more fully and particularly described in the schedule hereunder written and hereinafter for the sake of brevity referred to as the said Property and delineated in the map or plan annexed hereto and bordered RED thereon at or for the price of **Rs. 7,00,000/**- (Rupees Seven Lacs) only.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the said agreement and in consideration of the said sum of Rs. 7,00,000/- (Rupees Seven Lacs) only paid by the Purchaser to the Vendors at or before the execution of these presents (receipts whereof the Vendors doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever release, discharge and acquit the Purchaser and the said plot of Land), the Vendors doth hereby grant, sale, transfer, convey, assign and assure unto the Purchaser the said plot of land i.e. ALL THAT the piece or parcel of "Bastu" & "Danga" land measuring an area 07(seven) Cottahs 03(three) Chittaks 09(nine) sq.ft., being Plan Plot No. 'B', with old structure and building standing thereon comprised in R.S. Dag No. 1300, 1301, under R.S. Khatian No. 197, 905, at Mouza - Doharia, Police Station - Barasat, in the District of 24-Parganas (North), morefully described in the schedule hereto and delineated and demarcated on the Map or Plan annexed hereto and bordered "RED" thereon and hereinbefore as well as hereafter called "the said property" OR HOWSOEVER OTHERWISE the said property now are or is or at any time

hereto before were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all buildings, structures, boundary walls, areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, fixtures, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the said property 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, 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 Vendors into, upon or in respect of the said property or any part thereof which now are or were or hereafter shall or may be in the custody, power or possession of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property 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, bargadars (share-croppers), requisitions, acquisitions, vestings and alignments whatsoever;

II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

That notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any of his 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 said property and 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 Vendors now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property 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;
- iii) AND THAT the said property and all other properties, rights and benefits hereby granted, sold, conveyed, assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances, demands, claims, bargas, charges, liens, attachments, vestings, leases, lispendens, uses, debutters or trusts made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in the said property from under or in trust for the Vendors;
- iv) AND THAT the Vendors have, at or before the execution of this conveyance, delivered vacant and peaceful possession of the entirety of the said property to the Purchaser and the Vendors have no claim of any hature whatsoever against 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 said property 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 Vendors;
- vi) 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 expenses of the Vendors, well and sufficiently entitled saved and indemnified of, from and against all charges, liens, debts, attachments and

encumbrances whatsoever suffered or created by the Vendors or any of its predecessors-in-title or any person lawfully or equitably claiming as aforesaid;

vii) AND THAT the Vendors shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, bargas, vesting, attachments, lispendens, uses, debutters, trusts, claims and demands or any and every nature whatsoever by or against the Vendors or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the said property or any part thereof;

viii) AND ALSO THAT the Vendors and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for the Vendors 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 said property 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 Vendors have 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 said property 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;

SCHEDULE OF THE PROPERTY

(The said plot of land)

ALL THAT, piece or parcel of "BASTU" & "DANGA" land measuring an area **07(seven)** Cottahs **03(three)** Chittaks **09(nine)** sq.ft., being Plan Plot No. 'B', with old structure and building standing thereon measuring an area **250** Sq.ft., comprised in R.S. Dag No. **1300**, under R.S. Khatian No. **905**, R.S. Dag No. **1301**, under R.S. Khatian No. **197**, at Mouza – Doharia, Police Station – Barasat, in the District of 24-Parganas (North), within the limit of Madhyamgram Municipality, Addl. Dist. Sub-Registrar Office Barasat, and

according to the settlement Record of rights finally published the plot is comprised at Pargana - Anwarpur, J.L. No. 45, Touzi No. 146, in the District of 24-Parganas (North).

R.S. Dag No.	Area	Nature of land
1300	03 Cottahs 06 Chittaks 18 Sq.ft.	Bastu, with structure
1301	03 Cottahs 12 Chittaks 36 Sq.ft. 07 Cottahs 03 Chittaks 09 Sq.ft.	Danga

The Said property is delineated in the map or plan annexed hereto and bordered **RED** thereon and butted and bounded as follows:

ON THE NORTH: Plan Plot No. C. ON THE SOUTH: Plan Plot No. A.

ON THE EAST : 6' feet wide common passage.
ON THE WEST : Land of Rathindra Nath Bose.

IN WITNESS WHEREOF, the VENDORS have executed these presents on the day month and year first above written.

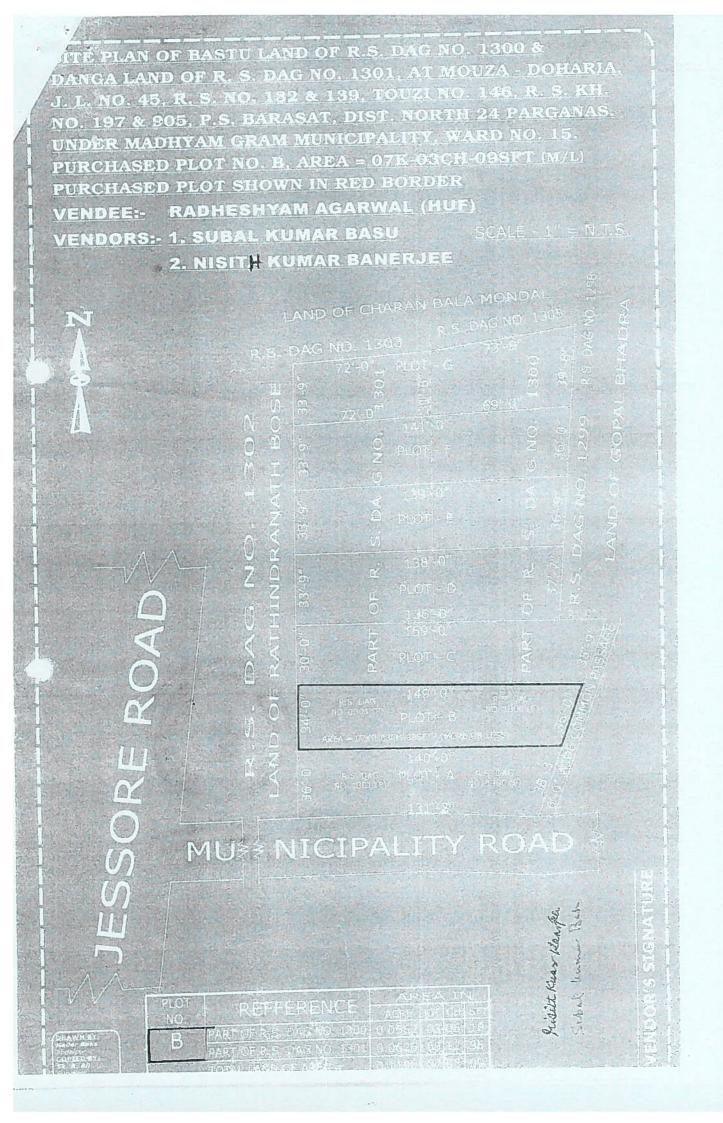
SIGNED SEALED AND DELIVERED by the VENDORS At Kolkata in presence of: -

1. Bisasame & Barrenjee 57 B. Bodridas Comple Street Modrata - 700004

2. Rajesh Yadar 8/0 Ram lat Yadar Jesseve Road, Busisnes Bayan Hadbyangoann, KOL-700/29 Irith Kuner dange.

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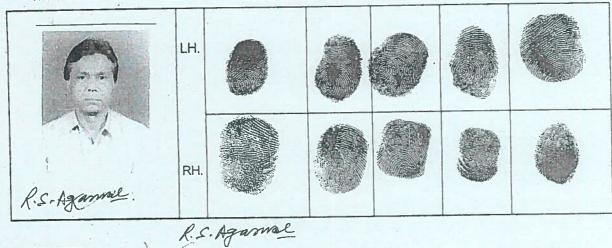
SIGNATURE OF THE VENDORS



SIGNATURE OF THE PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N. B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

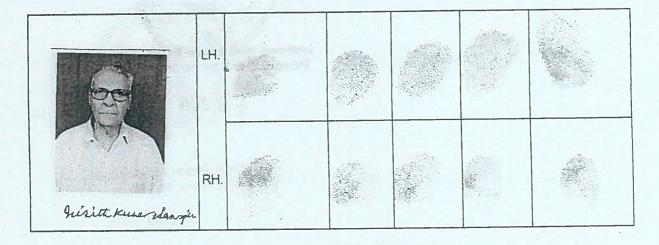


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MEMO OF CONSIDERATION

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Rs 350024

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Rs. 7,00,000/-

Rs. 7,00,000/-

(Rupees Seven Lacs) only.

Witness: -

1. Biswamy Baneyee

Wisith Kunar Sangie-Subal Muyan Bela

Rajesh Yadar

SIGNATURE OF THE VENDORS

Drafted by: -

Spren in Blames. ARUN KUMAR BHAUMIK (Advocate) Kolkata High Court Registration No. 905/1983 63/21, Dum Dum Road, Kol-74 Surer Math, Dial 2529-2531.