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GENERAL OF ASSURANCE
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E. Bill / Assured / Dec. Filed

THIS INDENTURE made this the 16th day of September

One Thousand Nine Hundred and Ninety One B E T W E E N

(1) SHRI BALAI CHAND BISWAS Son of Haradhan Biswas
deceased, (2) SHRI ANIL KUMAR BISWAS Son of Panchkori
Biswas deceased, (3) SHRI SUNIL KUMAR BISWAS Son of
Panchkori Biswas deceased and (4) SMT. PANCHU BALA BISWAS
Widow of Panchkori Biswas deceased, all of them of religion
Hindu by Occupation Landholders, residing at No.21, New
Tangra Road, within Police Station Entally, Calcutta-
700 015, in the District of 24-Parganas, hereinafter
collectively referred to "THE VENDORS" (which expression

shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators and legal representatives) of the ONE PART - A N D - SHRI SUKUMAR BHADRA Son of Mahim Chandra Bhadra, deceased, residing at No.23F, Surah 3rd. Lane, Calcutta-700 010, by religion Hindu by Occupation Business, hereinafter referred to as "THE PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators and legal representatives) of the OTHER PART.

W H E R E A S by an Agreement of Lease dated 18th June, 1957 made Between (1) JUGAL CHANDRA BISWAS (2) KISHORI MOHAN BISWAS (3) SUBAL CHANDRA BISWAS (4) SOKHA RAM BISWAS (5) BALAI CHAND BISWAS - all sons of Late Haradhan Biswas (6) ANIL KUMAR BISWAS (7) SUNIL KUMAR BISWAS the last named two being then minors under age of eighteen years represented by their mother and natural guardian Smt. Panchu Bala Biswas and both sons of Late Panchkori Biswas and (8) SMT. PANCHUBALA BISWAS Widow of Late Panchkori Biswas therein collectively called "THE LESSORS" of the ONE PART - A N D - M/S. GLOBE RUBBER INDUSTRIES a Partnership Firm (Consisting of Mustoq Ahamed, Mohammad Ahamed and Anwar Ahamed all sons of Md. Siddik as Partners) therein called "THE LESSEE" of the OTHER PART and Registered in Book.No.1, Vol.No.24 at Pages 222 to 228 Being No.1159 for the year 1957 in

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the Office of Sub-Registrar Sealdah whereby the said Lessors being the then absolute joint owners of the land hereditament and premises situate lying at being Premises No.10, Probharam Sarkar Lane, within the Municipal Limits of the town of Calcutta granted a Lease of the said Premises No.10, Probharam Sarkar Lane, Calcutta unto the said Lessee for a period of thirty years on and from 19th June, 1957 at the monthly rent of Rs. 100/- (Rupees One hundred) only on the terms and conditions therein mentioned and the said Lessee accepted the said Lease.

AND WHEREAS by a Bengali Deed of Partition dated 6th. Ashar 1364 B.S. corresponding to 21st. June, 1957 made between the said JUGAL CHANDRA BISWAS of the FIRST PART, the said KISHORI MOHAN BISWAS of the SECOND PART, the said SUBAL CHAND BISWAS of the THIRD PART, the said SOKHA RAM BISWAS of the FOURTH PART, the said BALAI CHANDRA BISWAS of the FIFTH PART and the said minor ANIL KUMAR BISWAS, the said minor SUNIL KUMAR BISWAS duly represented their mother and natural guardian the said Smt. Panchubala Biswas and the said SMT. PANCHUBALA BISWAS therein collectively of the SIXTH PART and registered in Book No.1, Volume No.23 at Pages 288 to 292 Being No.1201 for the year 1957 in the Office of the Sub-Registrar, Sealdah whereby the said Premises No.10, Probhu Ram Sarkar Lane, Calcutta more fully described in

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Schedule " Kha " thereunder written was absolutely and forever allotted to the said Balai Chand Biswas, Anil Kumar Biswas, Sunil Kumar Biswas and Smt. Panchu Bala Biswas jointly amongst themselves in execution of the said Jugal Chand Biswas, Kishori Mohan Biswas, Subal Chandra Biswas and Sokha Ram Biswas who were jointly allotted some other properties more fully described in Schedule "Ka" therein.

AND WHEREAS the said Lessee M/s. GLOBE RUBBER INDUSTRIES constructed several building sheds and structures in the said Premises No.10, Probhuram Sarkar Lane, Calcutta for the purpose of their business and Rubber Factory.

AND WHEREAS the said Vendor Anil Kumar Biswas and Sunil Kumar Biswas have attained their respective age of majority long ago.

AND WHEREAS in the meantime the said Lessee M/s. GLOBE RUBBER INDUSTRIES turned into a Proprietary firm represented by its Sole Proprietor Muhammad Ahamed.

AND WHEREAS the said Lease had expired by efflux of time on the expiry of thirty years.

AND WHEREAS since the said Lease had expired, the Vendors have filed a Suit being Title Suit No.237 of 1989 against the said M/s. GLOBE RUBBER INDUSTRIES in the Court of Learned 3rd. Munsiff at Sealdah for

recovery of the Khas Possession of the said Premises No.10, Probharam Sarkar Lane, Calcutta and for other reliefs.

AND WHEREAS the Vendors are thus now jointly seized and possessed of and otherwise well and sufficiently entitled to the said land hereditament and Premises being No. 10, Probharam Sarkar Lane, within Calcutta Municipal Corporation more fully mentioned and described in the Schedule hereunder written and hereinafter referred to as " the said Premises " subject to the said pending litigation with the said M/s. GLOBE RUBBER INDUSTRIES.

AND WHEREAS the Vendors have agreed with the Purchaser for absolute sale to him the said premises No. 10, Probharam Sarkar Lane, within Calcutta Municipal Corporation fully described in the Schedule hereunder written and hereinafter referred to as " the said premises " at or for the sum or price of Rs. 1,50,000/- (Rupees One lakh and Fifty thousand) only free from all encumbrances in as it is condition.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,50,000/- (Rupees One lakh Fifty thousand) only of lawful money of Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents(the receipt whereof the Vendors do

and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do and each of them doth hereby ~~hereby~~ acquit release and forever discharge the Purchaser and the Property hereby sold) the Vendors do and each of them doth hereby absolutely and indefeasibly grant convey sell transfer assign and assure unto the PURCHASER all that the messuages land hereditaments and premises being the said Premises No.10, Probhuram Sarkar Lane, within Calcutta Municipal Corporation more fully described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as " the said premises" OR HOWSOEVER OTHERWISE the said premises or any part thereof heretofore were or was or now are or is situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH all and all manner of former and other rights lights liberties advantages easements privileges emoluments appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining or which with the same or any part thereof now are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion or reversions remainder or remainders AND the rents issues and profits thereof and every part thereof AND all the legal incidents and inheritance thereof AND all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the Vendors into and upon and said premises or any part thereof TOGETHER WITH all deeds pattahs, muniments, writings and

evidences of title exclusively relating to the said premises or any part or parcel thereof which now are or thereafter shall or may be in the custody power or possession of the Vendors or which 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 premises AND ALL AND SINGULAR other the premises hereby granted conveyed sold and transferred or expressed or intended so to be and every part thereof TOGETHER WITH all its rights members and appurtenances unto and to the use of the Purchaser absolutely and for ever free from all encumbrances whatsoever.

A N D the Vendors do and each of them doth hereby covenant with the Purchaser (1) THAT NOTWITHSTANDING any act deed matter or thing by the Vendors done or executed or suffered to the contrary, the Vendors are jointly seized and possessed of or otherwise well and sufficiently entitled as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said premises and every part thereof AND (2) THAT NOTWITHSTANDING as aforesaid the Vendors now have in themselves good right full power absolute authority and indefeasible title to grant convey sell transfer assign and assure ALL AND SINGULAR the said premises hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid according to the true intent and meaning of these presents AND (3) THAT the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said premises hereby granted sold and conveyed and received and take the rents issues

and profits thereof and every part thereof without any lawful action suit trouble hindrance eviction interruption disturbance claim and demand whatsoever from or by the Vendors and all persons claiming from under or in trust for the Vendors and (4) THAT free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified or from and against all and all manner and other mortgages, charges claims demands liens ~~li~~pendens attachments and encumbrances whatsoever created by the Vendors AND (5) THAT the Vendors and all persons having or claiming any estate right title interest property claim and demand whatsoever both at law and in equity into or upon the said premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things for further better and more effectually granting transferring or assuring the said premises and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the land hereditament and premises measuring about (One Bigha Four Cottahs Fifteen Chittacks

more or less having building sheds and structures) in terms of Lease Agreement dated 18.6.1957 for 30 years (which lease has already been expired due to efflux of time) in area in Mouza Tangra, within Police Station Entally, District 24-Parganas(South), Sub-Registry Sealdah being present Premises No.10, Probharam Sarkar Lane, within Ward No.18 of the Limits of the Calcutta Municipal Corporation which is butted and bounded as follows :-

ON THE NORTH

: By the Garden of Khoja Abdul Jhani which is premises No.11, Probharam Sarkar Lane ;

ON THE EAST

: By Probharam Sarkar Lane ,

ON THE SOUTH

: By present premises No.10, Paymental Garden Lane, which is in occupation of Olympia Rubber Works Ltd. and

ON THE WEST

: By present Premises No.8, Paymental Garden Lane, Calcutta.

The Buildings sheds and structures of the said premises were constructed long prior to 1976 and the same are fully covered.

IN WITNESS WHEREOF the Vendors have hereunto
set and subscribed their respective hands the day,
month and year first above written.

SIGNED AND DELIVERED by the
VENDORS at Calcutta in the
presence of :-

1. Kunalanabik .
Advocate
45, B.B. Ganguly
Street, Cal-12

1. স্বকলানবিক গুপ্ত
- স্বকলানবিক গুপ্ত

2. - অনন্ত কুমার বিহারী

3. - কুমার কান্ত কুমার

2. Chandra Sekhar
Bhattacharya
Advocate
124/2, Beliaghata
Main Road -
Calcutta - 10

4. -



P.T.O. of Govt
Panchayat Bazar
in the presence of
C.S. Mally
Advocate

Read over and explained from
English to Bengali by me to all
executants
Chandra Sekhar Bhattacharya
Advocate P/11 ..

Copy No. 13411
for the year 1991

DATED THIS 16th DAY OF September 1991.

- B E T W E E N -

SHRI BALAI CHAND BISWAS & OTHERS.

.....Vendors.

- A N D -

SHRI SUKUMAR BHADRAPurchaser.

~~OFFICE OF ASSURANCE~~
CALCUTTA

1-3-93

(Handwritten notes and signatures)

/ CONVEYANCE /



~~OFFICE OF ASSURANCE~~
CALCUTTA

DRAWN BY /

SHRI K.P. MAHALANABISH
ADVOCATE
45, B.B. GANGULY STREET
CALCUTTA- 700 012.

49/89