

INDIA NON JUDICIAL

3000 रु.

R\$ 3000

सत्यमेव जयते

तीन हजार रुपये

THREE THOUSAND RUPEES

3000 रु.

R\$ 3000

तीन हजार रुपये  THREE THOUSAND RUPEES

**SPECIAL
ADHESIVE**

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AWESOME

SPECIAL

RECEIVED BY
SOUTH COAST COLLECTORATE

1150-00

TC2) 32.00

9.00

28.4.89

25/4/92

THIS INDENTURE made this 28th day of April, One

thousand Nine Hundred and Ninety two BETWEEN (1) MRS.

2/14/92
LATIFA BOSE wife of Ashoke Chandra Bose residing at

No. 27/1A, Nagari Chand Butta Street, Calcutta-6 (2)

Dr. MRS. BEKHA RANI GHOSH wife of Pronab Kumar Ghosh

1945/1946 No. 2374, Station Sen Sarsani, Calcutta-54

(2) HPT. DILIPKA DATTA wife of Hemanta Kumar Datta

Residing at R-1, Cluster-X Block-GA, Salt Lake Furbachal,

Calcutta-51. (1) MRS. MALAYA BANERJEE wife of

Contd.....P/2.

I 2938

3000Rs.

3000Rs.

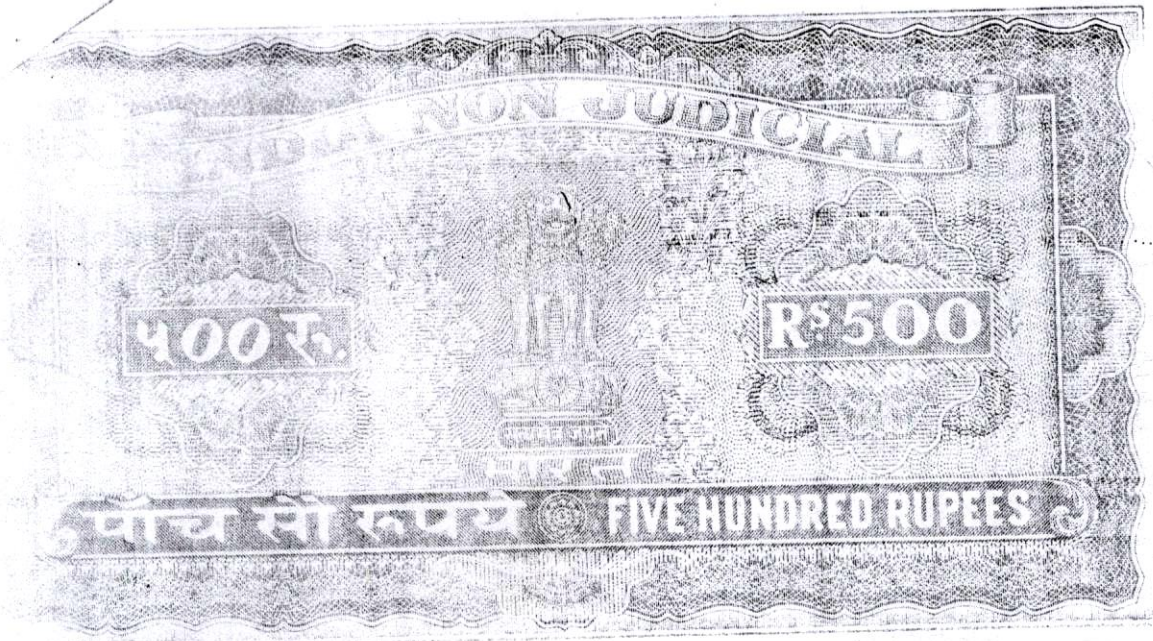


- : 2 : -

Patit Paban Banerjee residing at No. 2/1, K.P.Chand
Dutta Lane, Behala, Calcutta-34 all by caste Hindu,
by occupation Land holders at present all residing at
27/1A, Nayan Chand Dutta Street, Calcutta-6, all here-
inafter jointly referred to as the "VENDORS" (which
expression shall unless excluded by or repugnant to
the subject or context be deemed to mean and include
the Vendors their respective heirs executors administrato-
rs, representatives agents and assigns) of the FIRST
PART SRI NEHAL SAMANTA son of Khirod Prasad Samanta by
caste Hindu, by occupation Business, residing at Branch
Panchanantala Road, Sukchar, Police Station-Khardaha

Contd.....P/3.

500Rs.



- : 3 : -

District 24 Parganas (N), hereinafter called the
PURCHASER (which expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and
include his heirs executors administrators, representati-
ves, agents and assigns) of the SECOND PART SRI AJIT
KUMAR MUKHERJEE son of late Nikhil Chandra Mukherjee by
caste Hindu, by occupation Business residing at Baikuntha
Ganguly Road, Codepur, P.O. Khardha, hereinafter called
the "CONFIRMING PARTY" (which expression shall unless
excluded by or repugnant to the context be deemed to mean
and include his heirs executors administrators, represen-
tatives, agents and assigns) of the THIRD PART A N D
M/S. PATIL ENGINEERING INDIA(PVT) LIMITED a company
incorporated under the Companies Act, 1956 and having
Contd.....P/4.

100Rs.



- : 4 : -

its registered office at No. P-11, C.I.T. Road, 4th floor,
Calcutta - 14 and Branch Office at Agarpara, in Atal Kutir
B.T.Road, hereinafter also called the CONFIRMING PARTY
(which expression shall unless excluded by or repugnant
to the context be deemed to mean and include its successor
in office and assigns) of the FOURTH PART.

WHEREAS Tapendra Kumar Ghose since deceased son of
Late Satindra Mohan Ghosh previously residing at 56,
Parbati Ghosh Lane, Calcutta was the sole and absolute owner
of " All that the land and premises known as "Atalkutir"
containing an area of 5 Cottahs more or less in Panihati
Municipality, Agarpara, in holding No. 455, Dag No. 1077,
Khatian No. 293, Touzi No. 22 in Mouza-Agarpara, P. S.
Khardaha, Sub registration office Barrackpore, District-
24 Parganas (North).

Contd.....P/5.

40 Rs.



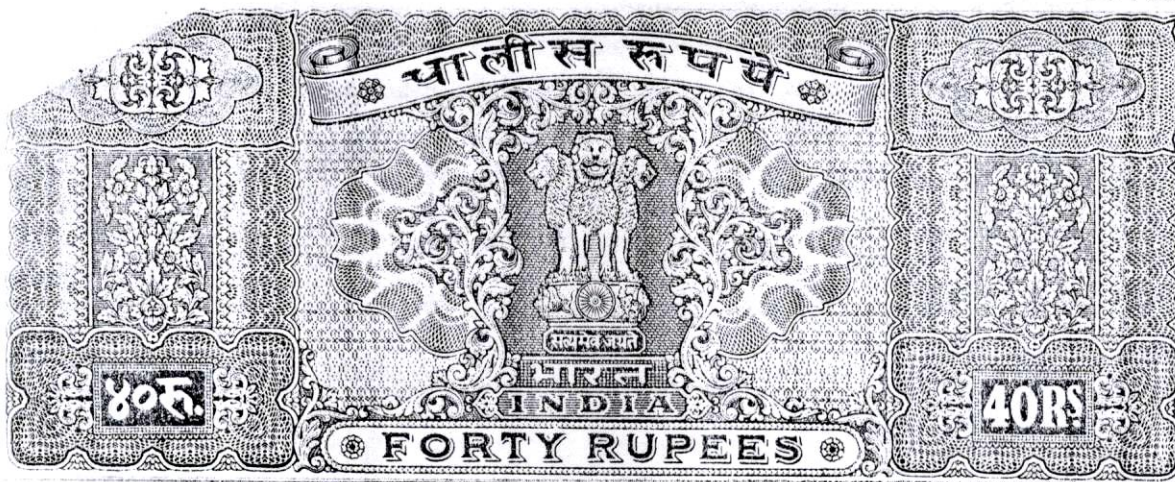
- : 5 : -

AND WHEREAS the said Tapendra Kumar Ghosh purchased the aforesaid property from Sri Achal Kumar Sen son of Late Atal Kumar Sen by a deed of Conveyance being book No. 1, Vol. No. 33, Pages 246 to 249, being No. 1339, registered at D.R. Alipore Registration Office on 15.5.1943.

AND WHEREAS by an Indenture of lease dated the 24th June 1974 made between the said Tapendra Kumar Ghosh therein described as the lessor of the one part and the said Ajit Kumar Mukherjee therein described as the lessee of the other part, the said lessor granted and demised unto the said lessee, the said premises known as Atal Kutir together with the land thereunto belonging for a period of 21 years on the terms and conditions particularly mentioned in the said Deed.

AND WHEREAS the said Ajit Kumar Mukherjee subsequently thereafter requested the said Tapendra Kumar Ghose to accept M/S. Matling Engineering India Pvt. Ltd., as the Lessee of the said premises in place of him the said

40 Rs.



- : 6 : -

Ajit Kumar Mukherjee which the said Lessor agreed and since then for several years past the said Matling Engineering India Pvt. Ltd., has been in possession and occupation of the said premises "Atal Kutir", with the land thereunto belonging as the lessee thereof and carrying on business there as Manufacturing with Mr. Ajit Kumar Mukherjee as the Managing Director and paying all rents and performing terms and conditions of the said lease as the Lessee,

AND WHEREAS there is a period of 3 years 2 months remaining unexpired of the said lease.

AND WHEREAS several winding up proceedings have been commenced against the said M/S. Matling Engineering India Pvt. Ltd.

AND WHEREAS by an order dated 15th January 1992 passed by the Hon'ble High Court in Calcutta in Company petition No. 164 of 1990 it was directed that if the Company fails to pay

Contd.....P/7.

all arrears due by if by 22nd January 1992 the Official Liquidator will take possession of the assets of the Company in terms of the order made on 11th September 1991 and all parties were directed to act on a signed copy of the minutes of the said order.

AND WHEREAS by a letter dated the 4th April, 1992 the Advocate on record for Matling Engineering India Pvt. Ltd., intimated that the said Matling Engineering India Pvt. Ltd., had cleared all arrears due by 22nd January 1992, and as such winding up order has not come into force, and the official Liquidator has not taken possession of the assets of the company.

AND WHEREAS it was agreed between the Vendors and the said M/S. Matling Engineering Pvt. Ltd., that the said M/S. Matling Engineering India Pvt. Ltd., or its associate or partner would purchase the right title and interest of the Vendors under the said Lease of or for the price of Rs.64000/-.

AND WHEREAS the said Matling Engineering India Pvt. Ltd., by a Board Resolution dated 16.3.92 requested the Vendors to convey sell transfer and assign their right title and interest to the purchaser.

AND WHEREAS the said Ajit Kumar Mukherjee and M/s. Matling Engineering India Pvt. Ltd. have agreed to join as confirming party herein in the deed of conveyance, to signify their consent to the sale of the said right title and interest of the Vendors under the lease dated 24th June, 1974.

AND WHEREAS the said Tapendra Kumar Ghosh died on 22nd February 1979 having previously thereto made duly his last Will

and Testament dated 29th January 1979 whereby bequeathed the said premises known as Atal Kutir with the land and structures therein fully described in the schedule hereunder written to his four daughters the Vendors abovenamed.

AND WHEREAS Probate of the said Will and Testament dated 29th January 1979 has been granted by the Hon'ble High Court at Calcutta to the executrix named therein.

AND WHEREAS by virtue of the said last Will and Testament the Vendors herein have become joint owners of the said premises, known as Atal Kutir together with the structures standing thereon and to the land thereunto belonging, subject to the unexpired period of lease in favour of Matling Engineering India Pvt. Ltd.

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase all that Vendors' right title and interest in the land and structure under lease dated 24th June 1974 in respect of the said premises known as Atal Kutir at or for the price of Rs. One Lac only. instead of Rs.64000/- as previously agreed with M/S. Matling Engineering India Pvt. Ltd.

AND WHEREAS it has been agreed that the purchase shall pay a Sum of Rs. One lac instead of Rs.64000/- to the Vendors being the consideration money herein for such sale, as agreed through the intervention of common friends.

AND WHEREAS the said Ajit Kumar Mukherjee and M/S. Matling Engineering India Pvt. Ltd., has stated and assured that no winding up proceedings is pending against Matling Engineering India Pvt. Ltd., and there is no restriction against Matling Engineering India Pvt. Ltd., to surrender its leasehold rights.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of Rs. One lac (Rupees One lac) only to the Vendors paid by the purchasers at or before the execution of these presents (the receipt whereof the vendors do hereby as well as by the receipt hereunder written, admit and acknowledge) the vendors do by these presents indefeasibly grant sell convey and transfer unto the purchaser whatsoever all their right title and interest in the said land hereditaments and premises known as Atal Kutir with the land and structures thereunto belonging particularly 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 now are or heretofore were situate butted bounded called known numbered deed or thing whatsoever by the vendors made done or executed or knowingly suffered to the contrary the Vendors now have good right full power and absolute authority and indefeasible title to grant sell convey and transfer the said premises hereby granted sold conveyed and transferred or expressed or intended to be unto and to the use of the purchaser in manner aforesaid and that the purchaser shall and may at all time

hereafter peaceably and quietly possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendors or any persons or person lawfully or equitably claiming from under or interues for him A N D that free and clear and freely clearly absolute acquitted exonerated and released or other wise by and at the costs and expenses of the and sufficiently indemnified of from and against all manner of claims charges lines debts attachments and encumbrances whatsoever made or suffered by the vendors or any person or persons lawfully or equitable claiming as aforesaid AND further that the vendors and all persons having lawfully or equitable claiming any estate or interest whatsoever in the premises or any part thereof 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 and things whatsoever for further better and more perfectly assuring the said premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

All that unexpired period of Lease and things
All that the bastu land and premises known as 'Atal Kutir' containing an area of five cottahs more or less and

Salika Base.

- : 11 : -

comprised in Panihati Municipality, Agarpara previous Holding No. 455, Ward No. 10 at present Holding No. 43 B.T. Road, Wand No. 6 under the limit of Panihati Municipality, R.S. Dag No. 1077(One thousand and seventy seven) under R.S. Khatian No. 298(Two hundred ninety-eight) situated at Mouza Agarpara, J.L. No. 11, Touzi No. 32, P.S. Khardaha, A.D.S.R.O Barrackpore, Dist. North 24-Pgs., bounded on the East by Barrackpore Truck Road on the North by the land of Sitaram Roy on the South by Murari Mohan Mitra Road and on the West by Kamala Iron Works belonging to Sriram Lalita Prasad TOGETHER WITH one storied brick built dwelling house. The local measurement of the said land .06 Satak of Bastu land with Pucca dwelling unit thereon. The sole property is marked with red bordered line in the annexed plan and the plan would be treated as a part and parcel of this deed

R E C E I V E D from the within named purchaser the sum of Rs. 100000/- (Rupees one lac) being the within mentioned consideration money as per memo below :-

M E M O of Consideration

Received Pay Order No. 578176 of P.N.B., College St. Branch amounting to Rs. 25000/- Dt. 27.4.1992. *Lolika Bose*

Received Pay Order No. 578177 of P.N.B., College St. Branch amounting to Rs. 25000/- Dt. 27.4.1992. *(un) Reel R. J. J.*

Received Pay Order No. 578178 of P.N.B., College St. Branch amounting to Rs. 25000/- Dt. 27.4.1992. *Bithika Datta*

Received Pay Order No. 578179 of P.N.B., College St. Branch amounting to Rs. 25000/- Dt. 27.4.1992. *Malaya Banerjee*
Contd:.....P/R.

IN WITNESSES WHEREOF WE THE VENDORS AND CONFIRMING PARTY
SUBSCRIBED OUR RESPECTIVE SIGNATURES ON THIS DEED BEING
FULLY CONVERSANT; IN FREE AND SOUND MIND, WITHOUT BEING
PERSUADED BY ANYBODY ON THE DAY, MONTH AND YEAR ABOVE
WRITTEN.

WITNESSES

- 1) Ashoke C Bose
S. Acharya
- 2) Pratap Banerjee
Acharya
2/1, K.P. Chatterjee Lane, Cal-36.
- 3) Krishna Roy
Soderwe Str. Road.
Dist- 24-Py (N).

1. Latika Bose.

2. Dr. (Mrs) Renu Rani Sinha

3. Bithika Datta

4. Malaya Banerjee

Signatures of the Vendors

Ajit Kumar Munshi

Signature of the Confirming
Party.

Ajit Kumar Munshi

Signature of the Confirming
Party.

Drafted, typed &
explained this deed
to the parties by me,

Biswanath Samanta

(BISWANATH SAMANTA)

Deed writer

Licence No. DW/X/24

Under A.D.S.R.O.

Barrackpore.

DATED THIS 28TH DAY OF APRIL 1992

B E T W E E N

SMT. LATIKA BOSE & ORS.

..... VENDORS

A N D

SRI NEMAI SAMANTA

..... VENDEE

DEED OF CONVEYANCE



Prepared & Drafted by
Biswanath Samanta
Deed writer,
R. D.S.R.O.,
Barrackpore.

29/4/92
29/4/92



389
29/3/8
64
28/4

22-5-92