

HIGH COURT FORM NO. (M) 55 CIVIL I (H) 30 (Criminal) APPLICATION FOR INFORMATION

Serial No. & Date	Name & residence of the Applicant	Name of the information required	Date on which information is to be ready	Signature of Officer receiving the application	Remarks
1	2	3	4	5	6
353	Ramanjan Bhattacharya 7A, K.S. Roy Rd. Kod-L.	In the Court of Id. Civil Judge Senior Division and Criminal Court at Howrah. Whether any T/Suite has been filed pending against Ratan Renollets Limited, B. B. D. Bag, Kod-L. In connection of property situated at Ho/Nb 286/1 & 286/2, 57-T, Road (N), P.S. Mathurapukur, Howrah - 700010 to searching from - 2010 to 2021 till date	30/3/24	24/03/24	As per C.S. no. 8000 of 25. has been filed & again noted during the given period. 24/03/24 24/03/24



Presented in Legislation

At 2/308 27th

day May 1991

at the District Office

E. Kantimay Kunchowdy

Seal of the Executive Council

Kantimay Kunchowdy

3320

District Sub Registrar
of Mumbai

27/5/91

Kantimay Kunchowdy
is constituted, Attorney & or

for Kamala Kunchowdy
in India & ab.

for Mira Mallik.

Girindra Kunchowdy

Swizendra Kunchowdy

Deendra Kunchowdy

Nirendra Kunchowdy

Deendra Kunchowdy

Deendra Kunchowdy

Mahendra Kunchowdy

Sambhu Charan Kunchowdy

Amitava Sett

Gauri Dy.

Aditya Prasad Kunchowdy

Chitra Ranjan Kunchowdy

Vinod Kanand Kunchowdy

Kantimay Kunchowdy

Gokate Manabendra

Mohan Kunchowdy

of Mahiary ghana

Sanjay Distinct Harnah

by estate Hina by

Profession holder

as constituted Attorney

for i) Kamala Kunchowdy

ii) Indira Paul

iii) Mira Mallik

iv) Girindra Kunchowdy

v) Swizendra Kunchowdy

vi) Dhirendra Kunchowdy

vii) Nirendra Kunchowdy

viii) Deendra Kunchowdy

ix) Mahendra Kunchowdy

x) Sambhu Charan Kunchowdy

xi) Amitava Sett

xii) Gauri Dy

xiii) Aditya Prasad Kunchowdy

Chowdhury and grand-daughter of Late Pulla Behari Kunda Chowdhury, Hindu Lady, of 23/B, Auddy Lane, Srirampore, District Hooghly, (4) GIBINDRA KUNDU CHOWDHURY, (5) DILKINDRA KUNDU CHOWDHURY, (6) BHIRENDRA KUNDU CHOWDHURY, (7) NIRENDRA KUNDU CHOWDHURY, all sons of late Pulla Behari Kunda Chowdhury, all Hindu Landholders, all residents of Village Mohiary, Police Station Domjur, District Howrah, (8) DEBENDRA NATH KUNDU CHOWDHURY, (9) MAHENDRA NATH KUNDU CHOWDHURY, both sons of Late Nalin Behari Kunda Chowdhury Hindu Landholders, both residing at Village Mohiary, Police Station Domjur, District Howrah, (10) SARENU CHARAN KUNDU CHOWDHURY, son of Late Banabehari Kunda Chowdhury, Hindu Landholder, (11) AMITABHA SETH son of late Harihar and Sm. Pratibha Sett, Hindu Landholder, both of Chinsurah Palsfatak, Hooghly, (12) SM. GOHAI DEY wife of Sudhansu Kumar Dey and daughter of Late Banabehari Kunda Chowdhury, Hindu Lady, resident of Village Hetpukur Benrajstolla, District Howrah, (13) ADITYA PRASAD KUNDU CHOWDHURY, (14) CHITPARANJAN KUNDU CHOWDHURY, (15) VIVEKANANDA KUNDU CHOWDHURY, (16) BALLAV BHAI KUNDU CHOWDHURY, all sons of Late Bijon Behari Kunda Chowdhury, Hindu Landholders, all residents of Village Mohiary, Police Station Domjur, District Howrah, (17) MANASH RANJAN KUNDU CHOWDHURY, (18) JAYAK RANJAN KUNDU CHOWDHURY both sons of Late Binode Behari Kunda Chowdhury, Hindu Landholders residing at Village Mohiary, Police Station Domjur, District Howrah, (19) SM. NILIMA KUNDU CHOWDHURY, widow of late Mathurnath Kunda Chowdhury, Hindu Lady of Village Mohiary, Police Station Domjur, District Howrah, (20) SM. TAPATI KUNDU CHOWDHURY widow of Late Prannath Kunda Chowdhury, Hindu housewife, (21) SUDIPTO KUNDU CHOWDHURY son of late Prannath Kunda Chowdhury a minor represented by his mother and natural guardian Sm. Tapati

Kunda

Kundu Chowdhury, both of Village Mohiary, Police Station Domjur, District Howrah, (22) SM. SANDEYA SEIT, widow of Late Jobinda Sett, Hindu Lady, (23) SM. ALO PAUL, wife of Aniya Paul, and both daughters of late Gopinath Kundu Chowdhury, Hindu Landholders both residents of Village Mohiary, Police Station Domjur, District Howrah, (24) RAHIBHARI KUNDU CHOWDHURY, son of Late Rash Behari Kundu Chowdhury, Hindu Landholder, resident of Village Mohiary, Police Station Domjur, District Howrah, (25) DINGHATI KUNDU CHOWDHURY son of Late Rashbehari Kundu Chowdhury, Hindu Landholder, resident of Village Mohiary, Police Station Domjur, District Howrah, (26) JAGANNATH KUNDU CHOWDHURY, son of late Rash Behari Kundu Chowdhury, Hindu Landholder, resident of Village Mohiary, Police Station Domjur, District Howrah, (27) SM. KRISHNA KUNDU CHOWDHURY widow of late Anadinath Kundu Chowdhury, Hindu Lady, (28) SWAPAN KUNDU CHOWDHURY, son of Late Anadinath Kundu Chowdhury, Hindu Landholder, (29) SM. SWIGNHA KUNDU CHOWDHURY and (30) SM. JABA BASAK, wife of Dhruva Basak and both daughters of late Anadinath Kundu Chowdhury, both Hindu Landholders, all residing at Village Mohiary, Police Station Domjur, District Howrah, hereinafter collectively referred to as ^{the vendors} 'the VENDORS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal and personal representatives and assigns) of the One Part AND RATAN REROLLERS LIMITED, a Public Company with limited liability incorporated under the Companies Act, 1956 having its registered office at No.4, B.B.D. Bag, Stephen House, Calcutta, hereinafter referred to as 'the PURCHASER' (which term or expression shall the subject or context be deemed to mean and include its successors and assigns) of the Other Part :

WHEREAS

// WHEREAS Brojonath Kundu Chowdhury, Bholanath Kundu Chowdhury and Sitanath Kundu Chowdhury were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, ALL THAT premises No.286 Grand Trunk Road, Shal-kia, Howrah, consisting of brick-built structures and sheds TOGETHER WITH the piece or parcel of land on which the same are standing (hereinafter referred to as the 'said property').

AND WHEREAS Sm. Kamala Kundu Chowdhury and others being ^{along with Ramenath Kundu Chowdhury} the Vendors of these presents are the heirs and legal representatives of the said Sitanath Kundu Chowdhury, since deceased.

AND WHEREAS the said Santimoy Kundu Chowdhury and Kantimoy Kundu Chowdhury for selves and as executors to the Will of Sm. Sailabala Kundu Chowdhury, since deceased, and as the heirs and legal representatives of the said Manabendra Kundu Chowdhury, deceased, along with Radhanath Kundu Chowdhury instituted in the Hon'ble Calcutta High Court a suit being Partition & Administration Suit No.978 of 1935 against Sm. Ranibala Kundu Chowdhury & others being Co-owners of the said property for a declaration of the share of the Co-owners in the said property being the joint estate and for partition and appointment of a Receiver thereon and also for other reliefs.

AND WHEREAS as per the final decree and order passed by the Hon'ble Mr. Justice A.K. Sarkar (as he then was) of the Hon'ble High Court at Calcutta in its Ordinary Original Civil Jurisdiction in the said partition and administration Suit No. 978 of 1935, the heirs and legal representatives of each of the said three main branches of the said Brojonath Kundu Chowdhury, Sitanath Kundu Chowdhury and Bholanath Kundu Chowdhury became entitled

entitled to one-third share in the properties being the subject matter of the partition amongst Co-owners.

AND WHEREAS the Vendors herein being the heirs and legal representatives in the branch of late Titanath Kunda Chowdhury along with said Ramnath Kunda Chowdhury are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to one-third share in the said property.

AND WHEREAS by an Indenture of Lease dated 19th day of September, One thousand Nine hundred and Fifty-two made between Pulin Behari Kunda Chowdhury and others as the Lessors of the First Part, Pulin Behari Chowdhury as executor to the estate of Ragh Behari Kunda Chowdhury, deceased of the Second Part, Shiva Prasad Kunda Chowdhury, Jibon Krishna Kunda Chowdhury, Gopendra Krishna Kunda Chowdhury as the Receivers of the Third Part and Britania Building & Iron Company Limited as the Lessee of the Fourth Part and registered in Book No. I, Volume No. 99, pages 185 to 197 being Deed No. 3845 for the year 1952 at the Calcutta Registration Office, the Lessors and the Receivers in terms of the Order dated 3rd day of September, 1952 passed by the Hon'ble High Court at Calcutta thereby granting permission to grant the lease in favour of the Lessee and in consideration of the selami or premium mentioned therein paid by the Lessee to the Receivers and in consideration of the rent thereby reserved and of the covenants and conditions therein contained and on the part of the Lessee to be paid, observed and performed, granted and demised unto the Lessee the said property being ALL THAT brick-built messuage, tenement, hereditaments and promises TOGETHER WITH the piece or parcel of land and the said Britania Building & Iron Company Limited has paid structure over the said land on the

entire

entire area.

AND WHEREAS upon expiry of the period of lease under the aforesaid registered indenture of lease dated 19.9.1952 the said Britania Building & Iron Company Limited vacated the said property and made over vacant possession thereof to the Lessors and after obtaining vacant possession from the Lessor the Vendors of these presents made amicable partition and got their respective share as per this indenture.

AND WHEREAS on receipt of vacant possession the Vendors herein inducted the Purchaser as a tenant in respect of a portion of the said property delineated in the Map or Plan hereto annexed and thereon bordered in RED (hereinafter referred to as the 'said portion') fully described in the Schedule hereunder written TOGETHER WITH the right of use of common passage as shown in the said Map or Plan hereto annexed and thereon bordered in YELLOW on the terms and conditions as mutually agreed by and between them.

AND WHEREAS the Purchaser has approached the Vendors and accordingly the Vendors have agreed to sell their respective shares in the said portion and the purchaser has agreed to purchase the same at or for the consideration of Rs.62,408.55 p. (Rupees Sixty-two thousand Four hundred Eight and paise Fifty-five) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the premises and in consideration of the sum of Rs.62,408.55 p. (Rupees Sixty-two thousand Four hundred Eight and paise Fifty-five) only paid

by

by the Purchaser to the Vendors (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the payment of the same and every part thereof forever, release, acquit and discharge the Purchaser and the said portion hereby intended to be sold) the Vendors do and each of them doth hereby grant, convey, transfer, assign and assure unto the said Purchaser, the said portion fully described in the Schedule hereunder written and delineated in the Map or Plan hereto annexed and thereon bordered in RED Together With the right of use of the common passage as shown in the said Map of Plan and thereon bordered in YELLOW comprised in the said property being premises No.286, Grand Trunk Road, Shalkia, Howrah, OR HOWSOEVER OTHERWISE the said portion now are or is or at any time heretofore were or was situate, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all brick-built structures, sheds, rooms, power houses, erected upon the said portion and benefits and advantages of ancient and other rights, ways, paths, drains, water-courses and all manner of former and other rights, liberties, easements, privilege, appendages, appurtenances whatsoever to the said portion or any part thereof now are or at any time heretofore were held, used occupied or enjoyed and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and every part thereof and all estate, right, title, interest, inheritance, reversion, use, trust property claim and demand whatsoever both at law and in equity of the said Vendors into and upon the said portion and every part thereof AND all deeds, pattaahs, muniments and other evidences of title which in any-wise relate to the said portion or any part or parcel thereof and which now are or

hereafter

hereafter shall or may be in the custody, power or possession of the Vendors their heirs, executors, administrators or representatives or any person or persons from whom he/she or they or any of them can or may procure the same without action or suit at law or in equity AND Together With the Vendors' claim for arrears and otherwise, if any, in respect of the said portion against the said tenant TO HAVE AND TO HOLD the said portion TOGETHER WITH all buildings, C.I. Sheds, Power Houses, Power Rooms standing thereon or on part thereof fully described in the Schedule hereunder written Together With right of use of common passage as aforesaid and hereby granted, transferred, sold, conveyed, expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances and attachments whatsoever AND the Vendors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing by the said Vendors or any of their predecessors-in-title made, done, executed or knowingly suffered to to the contrary they the Vendors now have good right, full power and absolute authority to grant, sell, transfer, convey, release and confirm the said portion hereby granted, sold, transferred, conveyed, released and confirmed or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said portion and every part thereof Together With all brick-built structures, C.I. Sheds, Sheds, Power Houses, Factory Sheds, rooms erected in the said portion and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors or any of them or any person or persons lawfully or equitably claiming from under or in trust for him, her or them or

from

- 9 -

from under or in trust of their predecessors-in-title and that free from all attachments or encumbrances whatsoever made or suffered by the said Vendors or any of their predecessors-in-title or any person or persons lawfully or equitably claiming an aforesaid AND FURTHER that they the Vendors and all persons having or lawfully or equitably claiming any estate or inheritance in the said portion or any part thereof from under or in trust for the said Vendors or from under or in trust for any of their predecessors-in-title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other acts, deeds and things for further and more perfectly assuring the said portion and every part thereof Together With all buildings, power rooms, power houses, C.I. Sheds, Factory Sheds etc., unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND further the Vendors do and each of them doth hereby indemnify and agree to keep the Purchaser saved harmless and indemnified in respect of all claims, demands, damages, costs, expenses and/or proceedings as may arise due to any defect in the title of the Vendors or any breach of covenants herein contained AND The parties do hereby covenant with each other that the Vendors shall not be liable in any manner for any claim on the said portion by the said tenant or by any failure of the Purchaser in realizing any arrears of rents from the said tenant and further that all unpaid taxes and other outgoings in respect of the said property till the date hereof as also for any period hereafter shall be borne and paid by the Purchaser herein along with the other Co-owners

In the....

in the said property and the Purchaser herein shall keep the vendors saved, harmless and indemnified in respect thereof.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT respective share in piece or parcel of land containing an area of 12,841 square feet be the same a little more or less TOGETHER WITH brick-built structures, sheds, C.I. sheds, Factory Sheds, power rooms, standing thereon or on part thereof being premises No.286, G.T.Road (N), Mali Panchghara, Howrah, delineated in the Map or Plan hereto annexed and thereon bordered in RED together With right of use of common passage shown in the Map or Plan and thereon bordered in YELLOW and butted and bounded in the manner following :

On the North	.. by No. 261, Grand Trunk Road;
On the South	.. by Structure of Amit Enterprise Private Limited;
On the East	.. by No.261, Grand Trunk Road ;
On the West	.. by No.261, Grand Trunk Road.

The total area of the said portion is 12,841 square feet be the same a little more or less out of which there is no vacant land, The said portion is fully covered with C.I.Shed, Office buildings, machine shop, RT. Shed. The Vendors declare that they have not received any notification from any appropriate authority restraining them from transferring the said portion and the construction of the structures were made long before 1973.

IN...

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

SIGNED SEALED AND DELIVERED
by the said Vendors above-
named at Hoarah in the pre-
sence of :

1 Kanti moy Kundu choudhury
1

Kumar Sinda
at, Calcutta

San Kamala Kundu choudhury

Rajan Ach
Advocate-
and Court
House.

San Indira Lal

San Mira Mallik

Agindra Kumar Kundu choudhury

Proizendra Kundu choudhury

Shisundra Kundu choudhury

Kirendra Kundu choudhury

Debendra Nath Kundu choudhury

Mahendra Nath Kundu choudhury

Bambhu Chiran Kundu choudhury

Amritabha Sett.

San. Goura Dey.

Aditya Prosad Kundu choudhury

Chittu Ranjan Kunder Chaudhary.

Vinaykananda Kunder Chaudhary.

Baldev Ghai Kunder Chaudhary.

Kanush Ranjan Kunder Chaudhary.

Janak Ranjan Kunder Chaudhary.

Sm. Nilima Kunder Chaudhary.

Sm. Tapati Kunder Chaudhary.

Sudipto Kunder Chaudhary.

Sm. Sandha Sett.

Sm. Alo Pal

Padma Nath Kunder Chaudhary.

Dinonath Kunder Chaudhary.

Jagernath Kunder Chaudhary.

Sm. Krishna Kunder Chaudhary.

Swapan Kunder Chaudhary.

Sm. Smigtha Kunder Chaudhary.

Sm. Jaba Basak.

Witnessed by the ^{W.} of Kankimay Kunder Chaudhary
As Constituted Attorney.

Attested by me
Mr. Kumar. Smita
Advocate

DEED PLAN OF HOLDING NO 286/PSI TR ROAD PS MALIPANCH - GHARA DIST. HOWRAH

SHED & LAND SOLD TO: RATAN RE-ROLLERS LTD

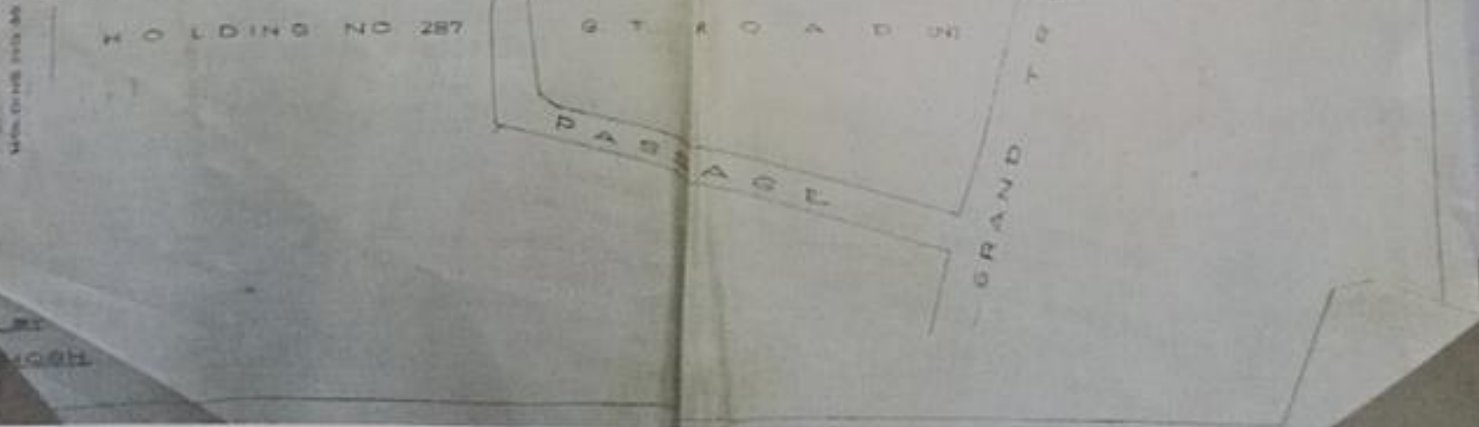
SCALE: 1" = 30'

SOLD PORTION SHOWN THIS

COMMON PASSAGE SHOWN THIS



1. Ratna Kunder Choudhury, 1/20th part of the land
2. Ratna Kunder Choudhury, 1/20th part of the land
3. Ratna Kunder Choudhury, 1/20th part of the land
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19. Ratna Kunder Choudhury, 1/20th part of the land
20. Ratna Kunder Choudhury, 1/20th part of the land





CESC
LIMITED

CCA-501-016/1343

256/287, G.T. ROAD
MUSURY HOWRAH

ADDITIONAL LOAD	
RATE	A
	(TOD)
	700.0 KW
TOTAL	
	700.0 KW
AVG. LOAD FACTOR	
	16.04

FEBRUARY 2021

01081002000

DATE OF BILL
04 MAR 2021

SUBSIDIARY METERS

573.6 KW ➤ AVG. POWER FACTOR

MONTHLY DEMAND IN 02/21	=	586.4 KVA
85% OF AGREEMENTAL LOAD	=	700.0 KVA
HENCE, BILLING DEMAND IN 02/21	=	700.0 KVA

POWER FACTOR(NORMAL)	=	99.68 %
POWER FACTOR(PEAK)	=	100.00 %
POWER FACTOR(OFF-PEAK)	=	100.00 %

DEMAND CHARGE @ RS.384.00/KVA ON	700.0 KVA	RS.	268800.00
UNIT CHARGE @P632 /UNIT -	47830 UNITS	RS.	302285.60
UNIT CHARGE @P948 /UNIT -	8684 UNITS	RS.	82324.32
UNIT CHARGE @P436 /UNIT -	7604 UNITS	RS.	33153.44
MONTHLY VARIABLE COST ADJUSTMENT (MVCA)	=	RS.	18594.22

CR P.F. REBATE (NORMAL) @ 8.0%
ON ENERGY CHARGE (NORMAL)
= 8.0 X RS. 302285.60 / 100 = RS. 24182.85

CR P.F. REBATE (PEAK) @ 9.0%

ON ENERGY CHARGE (PEAK)

= 9.0 X RS. 82324.32 / 100 = RS. 7409.19

CR P.F. REBATE, (OFF-PEAK) @ 7.0%
ON ENERGY CHARGE (OFF-PEAK)

*** CARRIED OVER ***

Received the sum here stated

OUR DATE FOR PAYMENT	PLEASE FOR E PAYMENT (RTGS/NEFT/CI)	OTHER MODE OF PAYMENT
----------------------	-------------------------------------	-----------------------

AT ESC HOUSE CASH COUNTER

Page 10

FOR OFFICE USE ONLY 2/6

Please send this bill with remittance.
For Tariff and other important information,
please refer to the reverse of the bill, mail us at
comin-ht@msa.in

FEBRUARY 20

04 MAR 2024

ASU SARANT.

CEA-501-016/1343

288/287, G.T. ROAD
SURY HOMRAH

573.6

250

▷ AVO. POWER FACTOR

THE SPECIAL REBATE WILL BE DEBITED IN A
SUBSEQUENT BILL IF THIS BILL IS NOT PAID
WITHIN THE DUE DATE

RECEIVED AMOUNT ... RS. 748299.23

*** CARRIED OVER ***



ASYMPTOTICAL LOAD	
BASE	A
	(TOD)
	700.0 KW
TOTAL	
	700.0 KW
	AVG. LOAD FACTOR
	16.04 %

FEBRUARY 2021

01031002000

DATE OF BILL
04 MAR 2021

SUBSIDIARY METERS

Received the sum here stated

OUR DATE FOR PAYMENT	PLEASE PAY →	FOR E-PAYMENT (BITOSNEXTEL.CI)	OTHER MODE OF PAYMENT

AT CIBC HOUSE CASH COUNTER

FOR OFFICE USE ONLY 4/8

Please send this bill with remittance.
For Tariff and other important information,
please refer to the reverse of the bill/mail us at
comm-hi@rbg.in

FEBRUARY 20

04 MAR 20

I 2719



STAMP AFFIXED BY

STAMP OFFICE, CALCUTTA DISTRICT

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A 682/-
E 27/-
689/-

23+4

682/-
125/-
1/-
376/-

of Howrah

27/5/91

27/5/91
etc.

THIS INDENTURE made this 17th day of May One thousand Nine hundred and ninety-one BETWEEN (1) SANTIMOK KUNDU CHOWDHURY, (2) KANRIMOK KUNDU CHOWDHURY, both sons of late Manabendra Mohan Kundu Chowdhury, Hindu Land-holders of Village Mohiary, Police Station Domjur, District Howrah, (3) AJIT KUMAR KUNDU CHOWDHURY, (4) ASWINI KUNDU CHOWDHURY, (5) DILIP KUNDU CHOWDHURY, (6) SAROSH KUNDU CHOWDHURY, (7) DEB KUMAR KUNDU CHOWDHURY, (8) CHAND KUMAR KUNDU CHOWDHURY, (9) INDRA KUMAR KUNDU CHOWDHURY, all sons of late Radhakanta Kundu Chowdhury, Hindu Land-holders, (10) SM. BASANTI KANDI, wife of Bakesh Nandi, Hindu Lady of Village Agarpara, Police Station Khardah, District 24 Parganas (North)

(11)

(11) SM. ANILIA SEIT wife of Jayanta Sett, Hindu lady of Village Bally, District Howrah, (12) SM. ABHAYA KUNDU, alias Reba Kundu wife of Parash Kundu, Hindu Lady, Village and Police Station Srirampore, District Hooghly, (13) SM. MINATI BALDAR widow of Late Banulal Bider, Village and Police Station Srirampore, District Hooghly, (14) BISWAN M KUNDU CHOWDHURY, (15) KASHI NATH KUNDU CHOWDHURY, both sons of Late Jatindra Mohan Kundu Chowdhury Hindu Landholders, both of Village Mohiary, Police Station Domjur, District Howrah, (16) SM. PROMILA KUNDU CHOWDHURY, widow Late Rathindra Mohan Kundu Chowdhury, Hindu Lady resident of Village Mohiary, Police Station Domjur, District Howrah, (17) SAKA-RENDRA MOHAN KUNDU CHOWDHURY, Hindu Landholder, resident of Village Mohiary, Police Station Domjur, District Howrah, (18) SIVA PROSAD KUNDU CHOWDHURY, son of Late Rabindra Mohan Kundu Chowdhury, Hindu Land-holder, residing at Village Mohiary, Police Station Domjur, District Howrah, (19) CHANDRA SEKHAR KUNDU CHOWDHURY, son of Late Sankar Prosad Kundu Chowdhury, Hindu Landholder, (20) SM. TAPATI KUNDU CHOWDHURY, widow of Late Sankar Prosad Kundu Chowdhury, Hindu Lady, both resident of Village Mohiary, Police Station Domjur, District Howrah, hereinafter collectively referred to as the 'VENDORS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal and personal representatives and assigns) of the One Part AND RATAN REROLLERS LIMITED, a Public Company with limited liability incorporated under the Companies Act, 1956 having its registered office at No.4, B.B.D. Bag, Stephen House, Calcutta, hereinafter referred to as the

PURCHASER

'PURCHASER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the OTHER PART :

//
WHEREAS Brojonath Kundu Chowdhury, Bholenath Kundu Chowdhury and Sitanath Kundu Chowdhury were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, ALL THAT premises No.286, Grand Trunk Road, Shalke, Howrah, consisting of brick-built structures and sheds ~~TOGETHER~~ WITH the piece of parcel of land on which the same are standing (hereinafter referred to as the 'said property').

AND WHEREAS Santimoy Kundu Chowdhury and others being the vendors of these presents are the heirs and legal representatives of the said Brojonath Kundu Chowdhury, since deceased.

AND WHEREAS the said Santimoy Kundu Chowdhury and Kanti-moy Kundu Chowdhury for selves and as executors to the Will of ~~Sh.~~ Sallabala Kundu Chowdhury, since deceased, and as the heirs and legal representatives of the said Manabendra Kundu Chowdhury, deceased, along with Radhanath Kundu Chowdhury instituted in the Hon'ble Calcutta High Court a suit being Partition Suit No.978 of 1935 against ~~Sh.~~ Ranibala Kundu Chowdhury & Others, being the Co-owners of the said property for a declaration of the share of the Co-owners in the said property being the joint estate and for partition and appointment of a Receiver thereon and also for other reliefs.

AND WHEREAS as per the final decree and order passed

by

by the Hon'ble Mr. Justice A.K. Sarkar (as he then was) of the Hon'ble High Court at Calcutta in its Ordinary Original Civil Jurisdiction in the said partition and administration suit No. 978 of 1935, the heirs and legal representatives of each of the said three main branches of the said Brojonath Kundu Chowdhury, became entitled to one-third share in the properties being the subject matter of the partition amongst the Co-owners.

AND WHEREAS the Vendors herein being the heirs and legal representatives in the branch of late Brojonath Kundu Chowdhury are absolutely seised and possession of and/or otherwise well and sufficiently entitled to one-third share in the said property.

AND WHEREAS by an Indenture of Lease dated 19th day of September, One thousand Nine Hundred and Fifty-two made between Pulin Behari Kundu Chowdhury and Others as the Lessors of First Part, Pulin Behari Chowdhury as executor to the estate of Rash Behari Kundu Chowdhury, deceased of the Second Part, Shiva Prasad Kundu Chowdhury, Jiban Krishna Kundu Chowdhury, Gopendra Krishna Kundu Chowdhury as the Receivers of the Third Part and Britania Building & Iron Company Limited as the Lessee of the Fourth Part and registered in Book No.1, Volume No.99, pages No. 186 to 197 being Deed No.3845 for the year 1952 at the Calcutta Registration Office, the Lessors and the Receivers in terms of the Order dated 3rd day of September, 1952 passed by the Hon'ble High Court at Calcutta thereby granting permission to grant the lease in favour of the Lessee and in consideration of the selami or premium mentioned therein paid by the Lessee to the Receivers

and

as the consideration of the rent thereby reserved and of the covenants and conditions therein contained and on the part of the Lessee to be paid, observed and performed, granted and demised unto the Lessee the said property being ALL THAT brick-built messuage, tenement, hereditaments and premises TOGETHER WITH the piece or parcel of land and the said Britania Building & Iron Company Limited has made structures over the said land on the entire area.

AND WHEREAS upon expiry of the period of lease under the aforesaid registered indenture of lease dated 19.9.1952 the said Britania Building & Iron Company Limited vacated the said property and made over vacant possession thereof to the Lessors, and after obtaining vacant possession from the Lessee the Vendors of these presents made amicable partition and got their respective share as per this indenture.

AND WHEREAS on receipt of vacant possession the Vendors herein inducted the Purchaser as a tenant in respect of a portion of the said property delineated in the Map or Plan hereto annexed and thereon bordered in RED (hereinafter referred to as the 'said portion') fully described in the Schedule hereunder written TOGETHER WITH the right of use of common passage as shown in the said Map or Plan hereto annexed and thereon bordered YELLOW on the terms and conditions as mutually agreed by and between them.

AND WHEREAS the Purchaser has approached the Vendors and accordingly the Vendors have agreed to sell their respective shares in the said portion and the Purchaser has agreed to

purchase

purchase the same at or for the consideration of Rs. 62,408.55 p.
thousand
(Rupees Sixty-two/408 hundred eight and paise fifty-five) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the premises and in consideration of the sum of Rs.62,408.55 p. (Rupees Sixty-two thousand Four hundred eight and paise fifty-five) only paid by the Purchaser to the Vendors (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the payment of the same and every part thereof forever, release, acquit and discharge the Purchaser and the said portion hereby intended to be sold) the Vendors do and each of them doth hereby grant, convey, transfer, assign and assure unto the said Purchaser, the said portion fully described in the Schedule hereunder Written and delineated in the Map or Plan hereto annexed and thereon bordered in RED TOGETHER WITH the right of use of the common passage as shown in the said Map or Plan and thereon bordered in YELLOW comprised in the said property being premises No.286, Grand Trunk Road, Shalkia, Howrah, OR HOWSOEVER OTHERWISE the said portion now are or is or at any time heretofore were or was situate, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all brick built structures, sheds, rooms, power houses, erected upon the said portion and benefits and advantages of ancient and other rights, ways, paths, drains, water-courses and all manner of former and other rights, liberties, easements, privilege, appendages, appurtenances whatsoever to the said portion or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and every part thereof and all estate, right,

title

title, interest, inheritance, reversion, use, trust property claim and demand whatsoever both at law and in equity of the said Vendors into and upon the said portion and every part thereof AND all deeds, pathahs, muniments and other evidences of title which in any-wise relate to the said portion or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors their heirs, executors, administrators or representatives or any person or persons from whom he/she or they or any of them can or may procure same without action or suit at law or in equity AND Together With the Vendors' claim for arrears and otherwise, if any, in respect of the said portion against the said tenant TO HAVE AND TO HOLD the said portion TOGETHER WITH all buildings, C.I. Sheds, Power Houses, Power Rooms standing thereon or on part thereof fully described in the Schedule hereunder written TOGETHER WITH right of use of common passage as aforesaid and hereby granted, transferred, sold conveyed, expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances and attachments whatsoever AND the Vendors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing by the said Vendors or any of their predecessor-in-title made, done, executed or knowingly suffered to the contrary they the Vendors now have good right, full power and absolute authority to grant, sell, transfer, convey, release and confirm the said portion hereby granted, sold, transferred, conveyed, released and confirmed or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND that the purchaser shall and may at all times hereafter peaceably and quietly possess and

enjoy

enjoy the said portion and every part thereof TOGETHER WITH all brick-built structures, C.I. Sheds, Sheds, Power Houses, Factory Sheds, rooms erected in the said portion and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors or any of them or any person or persons lawfully or equitably claiming from under or in trust for him, her or them or from under or in trust of their predecessors-in-title and that free from all attachments or encumbrances whatsoever made or suffered by the said Vendors or any of their predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that they the Vendors and all persons having or lawfully or equitably claiming any estate or inheritance in the said portion or any part thereof from under or in trust for the said Vendors or from under or in trust for any of their predecessors-in-title 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 further and other acts, deeds and things for further and more perfectly assuring the said portion and every part thereof TOGETHER WITH all buildings, power rooms, power houses, C.I. Sheds, factory sheds etc., unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND further the Vendors do and each of them doth hereby indemnify and agree to keep the Purchaser saved harmless and indemnified in respect of all claims, demands, damages, costs, expenses and/or proceedings as may arise due to any defect in the title of the vendors or any breach of covenants herein contained AND the parties do hereby covenant with each other that the Vendors shall not be liable in any manner for any claim on the said portion by the said tenant or by any failure of the Purchaser in realizing any arrears of rents from the said tenant and

further

further that all unpaid taxes and other outgoings in respect of the said property till the date hereof as also for any period hereafter shall be borne and paid by the purchaser herein along with the other Co-owners in the said property and the Purchaser herein shall keep the Vendors saved, harmless and indemnified in respect thereof.

THE SCHEDULE ABOVE REFERRED TO :

/ ALL THAT one third share in piece or parcel of land containing an area of 12,841 Square feet be the same a little more or less TOGETHER WITH brick-built structures, sheds, C.I. Sheds, Factory Sheds, Power Rooms, standing thereon or on part thereof being premises no. 286 G.T. Road(N), Malipanchghara, Howrah delineated in the Map or plan hereto annexed and thereon bordered in RED Together With right of use of common passage shown in the Map or Plan and thereon bordered in YELLOW and butted and bounded in the matter following :

On the North	:: by No. 261, Grand Trunk Road,
On the South	:: by Structure of Amit Enterprise Private Limited.
On the East	:: by No.261, Grand Trunk Road.
On the West	:: by No.261, Grand Trunk Road.

The total area of the said portion is 12,841 Square feet be the same a little more or less out of which there is no vacant land. The said portion is fully covered with C.I. Sheds, Office Building, Machine Shop, R.T. Shed. The Vendors declare that they have not received any notification from any appropriate authority restraining them from transferring the said portion and the construction

of the structures were made long before 1973.

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

SIGNED SEALED AND DELIVERED
by the VENDORS abovenamed
at Hoorah in the presence
of :

Handwritten signature

Handwritten signature

*1. D. S. Kumar Sanki
Advocate & Counselor*

*2. S. R. Ranga Reddy
Advocate & Counselor*

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