



5056

STAMP AFFIXED BY.

Banks 2258
2.5.76

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE.

Admissible under Ru
27 also under section
18 of the
Bengal Tenancy
Act, duly stamped un-
der the Indian Stamp
Act, 1899, Schedule
IA No. 23, *Acly, 57c)*

Process fee in Court fee stamps. 12/4

Fee paid as under :

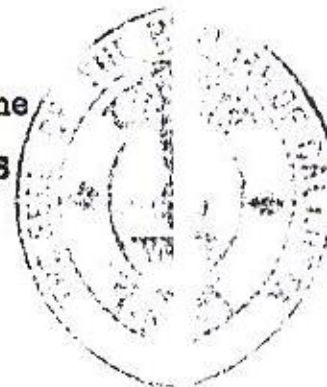
A 350
E 200
M 20
S 2
N 3
5403

Chatterjee
Registrar of Assurances
Calcutta
6/5/76

THIS INDENTURE made this *Seith* day of *May* one thousand nine hundred and sixty BETWEEN PANCHANON DUTT son of Behari Lal Dutt deceased and ANANTA KUMAR DUTT son of Kartic Chandra Dutt deceased both residing at No. 71, Harrison Road in the town of Calcutta Hindu landholders both in their capacities as Trustees to the Trust Estate of Behari Lal Dutt deceased under the Deed of Trust dated the Eighth day of February one thousand nine hundred and thirty-four made between the said Behari Lal Dutt therein mentioned as the Settlor of the one part and Kartic Chandra Dutt and Panchanon Dutt both sons of the said Behari Lal Dutt therein mentioned as the Trustees of the other part, hereinafter called the VENDORS (which expression unless excluded by or repugnant to the context or meaning shall be deemed to include their and each of their successor or successors in office and the Trustees or Trustee or other representatives for the time being of the said Trust Estate of Behari Lal Dutt deceased) of the First Part the said PANCHANON DUTT son of the said Behari Lal Dutt deceased and the said ANANTA KUMAR DUTT and CHAND KUMAR DUTT both sons of the said Kartic Chandra Dutt deceased all residing at No. 71, Harrison Road, Calcutta, Hindu landholders hereinafter called the BENEFICIARIES (which expression unless excluded by or repugnant to the context or meaning shall be deemed to include their and each of their respective heirs executors administrators and representatives) of the

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of the Second Part AND DIES & TOOLS LIMITED, a Company--
limited by shares and incorporated under the Companies
Act, 1956 having its registered office at No. 2, Raja
Woodmunt Street in Calcutta aforesaid hereinafter called
the PURCHASER (which expression unless excluded by or
repugnant to the context or meaning shall be deemed to
include its successor or successors representatives -
and assigns) of the Third Part WHEREAS one Behari Lal
Dutt a Hindu governed by the Dayabhaga School of Hindu
Law was absolutely seised and possessed of the piece
or parcel of Maurashi Mekarari land situate lying at
and being the premises No. 25, Jessore Road within
South Dum Dum Municipality in Mouza Satgachhi, Nager-
bazar in the District of 24-Parganas AND WHEREAS by a
Deed of Trust bearing date the Eighth day of February
one thousand nine hundred and thirty-four and made -
between the said Behari Lal Dutt therein mentioned as
the Settlor of the One Part And Kartic Chandra Dutt
and Panchanon Dutt both sons of the said Behari Lal -
Dutt therein mentioned as the Trustees of the other
part and registered at the office of the Registrar of
Assurances, Calcutta in Book No. I, Volume No. 19 -
Pages 170 to 180 and being Deed No. 417 for the year
1934 the said Behari Lal Dutt did for the considera-
tion therein mentioned grant, transfer and convey --
among others properties the said premises No. 25, -
Jessore Road in the District of 24-Parganas unto the
said Trustees Kartic Chandra Dutt and Panchanon Dutt
TO HAVE AND TO HOLD the same for the said Settlor -
Behari Lal Dutt during the term of his natural life
and upon his demise upon the trusts and subject to the
conditions therein particularly mentioned AND WHEREAS
the-



the said Behari Lal Dutt died intestate on the Tenth day of --
February one thousand nine hundred and thirty-four AND WHEREAS the
said Kartic Chandra Dutt while carrying out and executing the -
Trusts as in the said Deed of Trust mentioned jointly with the -
said Panchanon Dutt died on the Tenth day of March one thousand
nine hundred and thirty-eight AND WHEREAS the said Kartic Chandra
Dutt died intestate on the said Tenth day of March one thousand
nine hundred and thirty-eight leaving him surviving Ananta Kumar
Dutt and Chand Kumar Dutt his two sons and Srimati Niharbala --
Dassee, the widow of his predeceased son Premtosh Dutt as his --
heirs (his wife Srimati Subasini Dassee having predeceased him)
AND WHEREAS by a Deed of Relinquishment and Agreement bearing date
the Fifth day of April one thousand nine hundred and thirty-eight
and made between the said Srimati Niharbala Dassee of the one part
and the said Ananta Kumar Dutt and Chand Kumar Dutt of the other
Part and registered at the office of the Registrar of Assurances,
Calcutta in Book No. I Volume No. 58 Pages 80 to 89 and being Deed
No. 1370 for the year 1938 the said Srimati Niharbala Dassee did
relinquish and surrender all her right title and interest in the
entire estate of the said Kartic Chandra Dutt in favour of the -
said Ananta Kumar Dutt and Chand Kumar Dutt as in the said Deed
particularly mentioned AND WHEREAS by a Deed of Appointment of New
Trustee bearing date the Ninth day of May one thousand nine --
hundred and thirty-eight and made between the said Panchanon Dutt
therein mentioned of the one part and the said Ananta Kumar Dutt
therein mentioned of the other part and registered at the office
of the Registrar of Assurances, Calcutta in Book No. I Volume No.
53 Pages 254 to 257 and being Deed No. 1732 for the year 1938 the
said Panchanon Dutt the sole surviving Trustee in exercise of the
powers in that behalf and according to the provisions contained in
the said Deed of Trust bearing date the Eighth day of February -
one thousand nine hundred and thirty-four did appoint the said -
Ananta-

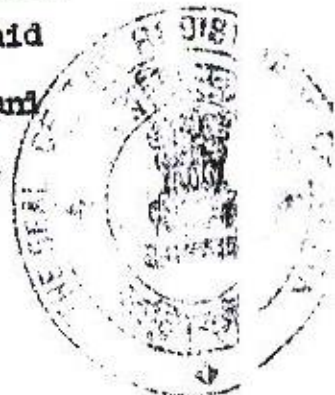


*Ashtu
Ananta
Chandra*

Ananta Kumar Dutt to be the Trustee in the place and stead of the said Kartic Chandra Dutt deceased TO HOLD the trust estate including the said premises No. 25, Jessore Road therein/upon the trusts and subject to the conditions as in the said Deed of Trust contained AND WHEREAS the said premises No. 25, Jessore Road is now recorded in the book of the said South Dum Dum Municipality as No. 35, Calcutta Jessore Road AND WHEREAS in the circumstances that have happened the said Vendors Panchanon Dutt and Ananta Kumar Dutt as such Trustees as aforesaid are absolutely seised and possessed of the said premises No. 35, Calcutta Jessore Road, a portion thereof is hereinafter particularly mentioned and described and intended to be hereby conveyed to the Purchaser AND WHEREAS the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt are the beneficiaries of the said premises No. 35, Calcutta Jessore Road according to the provisions contained in the said Deed of Trust dated the Eighth day of February One thousand nine hundred and thirty-four AND WHEREAS the Vendors have with the consent and concurrence of the said Beneficiaries as testified by their being parties to and executing these presents agreed to sell to the Purchaser free from all encumbrances a portion of the said premises No. 35, Calcutta Jessore Road hereinafter particularly mentioned and described and hereinafter for the sake of brevity referred to as "the said premises" at or for the price of Rs. 86,991/- (Rupees Eighty-Six thousand Nine hundred and Ninety-One) NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises and

in-

4/11/11



*Ananta
Chandra
Dutt*

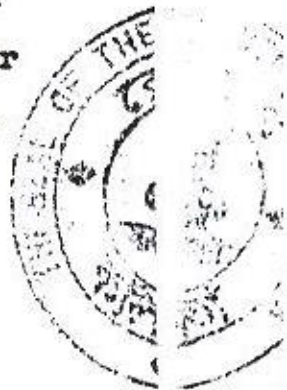
in consideration of the sum of Rs. 86,991/- (Rupees Eighty-Six thousand Nine hundred and Ninety-One) of the lawful money of Union of India to the Vendors paid by the Purchaser at or immediately before the execution of these presents (the receipt whereof and that the same is in full for the absolute purchase of the said premises they the Vendors do and each of them doth as well by these presents as by the receipt for the same hereunder written admit and acknowledge - and of and from the payment of the same and every part thereof do forever acquit release and discharge the Purchaser and also the said premises) they the Vendors do and each of them doth hereby grant -- convey transfer and sell and the Beneficiaries do and each of them doth hereby concur confirm and assure unto the Purchaser free from all encumbrances whatsoever ALL THAT the piece or parcel of Maurashi Mokarari land containing by admeasurement an area of 4 Bighas 19 Cottahs 6 Chhitacks and 19 Square Feet be the same a little more or less together with trees brick built buildings thereon situate -- lying at and being a divided and demarcated portion of the premises No. 35, Calcutta Jessore Road, within South Dum Dum Municipality in Mouza Satgachhi, Nagerbazar Thana Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of 24-Parganas and comprised in Dag Nos. 841 (part) and 842 in old Khatian No. 25, Dag Nos. 844 & 845 in old Khatian No. 248, Dag No. 910 in old Khatian No. 364 and Dag No. 899 (part) in old Khatian No. 349 and in respect whereof - ^{en 82 No 20 Rs No 154 Khatian No 25 by in Town No 160 + 61th Khatian by in No 169} Rs. 24/- (Rupees Twenty-Four only) approximately being the apportioned share of annual revenue is now payable to the Collector of 24-Parganas and butted and bounded in the manner following, that is to say, on the North partly by the land of Sri Ghewar Chand Rampuria and partly by the lands comprised in Dag Nos. 846, 850 & 884, on the South partly by the land of Messrs. Pronati Textile Co, partly by three feet wide private passage and partly by 10 feet wide common passage leading from Calcutta Jessore Road, on the East by lands - comprised in Dag Nos. 849, 850, 884 & 885 and on the West partly by 3 feet wide private passage partly by 10 feet wide common passage

leading-

*Printed
at
Calcutta*



leading from Calcutta Jessore Road and partly by the --
land of Ghewar Chand Rampuria, the said premises intended
to be hereby sold and conveyed is delineated in the map
or plan hereto annexed and thereon coloured with red -
border OR HOWSOEVER OTHERWISE the said piece or parcel of
land hereditaments and premises now are or is or hereto-
fore were or was situate butted bounded called known --
numbered described and distinguished TOGETHER with all
trees buildings yards court-yards gardens benefits and
advantages of ancient and other lights ways paths / --
passages drains sewers water-courses and all manner of
former and other rights liberties easements privileges
advantages appendages and appurtenances whatsoever --
to the said land hereditaments and premises belonging
or in anywise appertaining to or with the same or --
any part thereof usually held used occupied or enjoyed
or reputed to belong or be appurtenant thereto AND -
together with the right of way and other rights over
and the right to lay drains, cables, water pipes etc.,
under the said common passages leading to the said -
premises from the said Calcutta Jessore Road and all
the estate right title interest inheritance possession
property claim and demand whatsoever both at law and
in equity of them the vendors in to and upon the said
land hereditaments and premises or any or every part
thereof AND all deeds pottahs muniments writings and
evidences of title which exclusively relate to the
said premises or any part thereof and which now are
or at any time hereafter shall or may be in the --
possession power or control of the Vendors and/or the
parties hereto of the Second Part or any other person
or persons from whom the vendors or any of them can or
may procure the same without action or suit at law or
in-



in equity TO HAVE AND TO HOLD the said land and premises and all and singular other the premises hereby granted transferred and conveyed or expressed and intended so to be unto the Purchaser absolutely and forever AND the vendors do and each of them doth hereby covenant with the Purchaser that they the Vendors and/or the parties hereto of the second part 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 or by means whereof they are prevented from granting the said premises in manner -- aforesaid or whereby the said premises or any part thereof are is can or may be affected or incumbered in title estate or otherwise howsoever AND that they the vendors and all persons having or lawfully claiming or who shall or may have or claim any estate right title interest property claim or demand whatsoever either at law or in equity of in to or out of the said premises 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 cost 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 as by the -- Purchaser shall or may be reasonably required AND the Vendors do and each of them doth hereby further covenant with the Purchaser that they will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or its or their Solicitors or agents or at any trial hearing commission examination or other wise as occasion shall require the deeds or writings comprised in the Schedule hereto for the purpose of showing its title to the said premises hereby conveyed or expressed so to be or any part -- thereof AND also at the like request and costs deliver or cause to be-



be delivered unto the Purchaser such attested or other copies or extracts of or from the said deeds and -- writings as the Purchaser may require AND will in the meantime unless prevented as aforesaid keep the same deeds and writings safe unobliterated and uncanceled.

THE SCHEDULE ABOVE REFERRED TO:

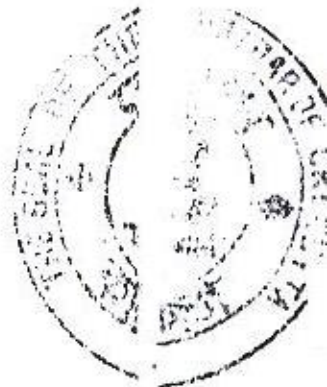
- (1) Original Bengali Bill of Sale dated the 22nd May 1907 executed by Srimati Malima Bibee and another in favour of Behari Lal Dutt.
- (2) Original Deed of Trust dated the 8th February 1934 and made between Behari Lal Dutt of the one part and Kartic Chandra Dutt and Panchanon Dutt of the other part.
- (3) Original Deed of Relinquishment and Agreement dated the 5th April 1938 and made between Srimati Niharbala Dassee of the one part and Ananta Kumar Dutt and another of the other part.
- (4) Original Deed of Appointment of New Trustee dated the 9th May 1938 and made between Panchanon Dutt of the one part and Ananta Kumar Dutt of the other part.
- (5) 4 Parchas of Khatian Nos. 349, 364, 25 & 248.
- (6) 9 Dakhilas in respect of revenue paid for the years 1363 to 1365 B. S.
- (7) Paid up Rate Bill for the 4th Qr. 1959-60 of South Dum Dum Municipality.

IN WITNESS WHEREOF the parties hereto of the

First-

WITNESSES

6/5/60



First and Second Parts have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta in the presence of

Jiendra Mohan Dasgupta Panchanan Bhatt

Witnesses

Arum Keeracharya
Solicitor, Calcutta

Ananta K. Dasgupta

Janaki Nath Roy

Chandra Mohan Dasgupta
Solicitor

Panchanan Bhatt

Ananta K. Dasgupta

Chand Kumar Dasgupta



RECEIVED

RECEIVED from the withinnamed Purchaser
the sum of Rupees Eighty-Six thousand Nine --
hundred and Ninety-One being the consideration Rs. 86,991/-.
money payable to us as within mentioned.

Memo of Consideration.

By Punjab Banking India note

Nos 4011612, 011611, 006177, 006178,

000654, 005921, 005949,

005330 eight pieces at Rupees

ten thousand each --- Rs 80,000/-

4000581 one piece at Rupees

five thousand --- Rs 5,000/-

Nineteen pieces at Rupees

one hundred each --- Rs 1,900/-

Small notes --- Rs 91/-

Rs 86,991/-

Total Rupees Eighty six thousand

Nine hundred and ninety one only

Witnesses

J. R. K. K. K.

Arjun Kumar Singh

Jamalsi Singh Pray

Panchanan Singh

Arantsi Singh

et al.



REGISTRATION AS...
at the Registrar's Office
on the 6th day of May 1960
by Pauchanutt



Pauchanutt

Pauchanutt
1562

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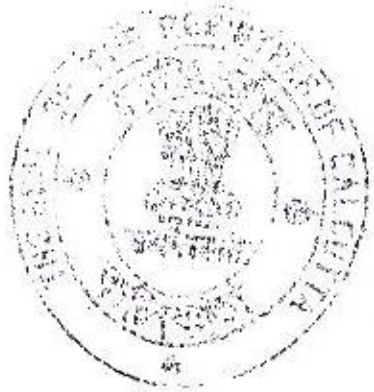
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J. M. BAKSHI
SOLICITOR.
6, Old Post Office St.,
CALCUTTA.

6/1/60
Registrar of Assurances
Calcutta



11.5.60
Registrar of Assurances
Calcutta

CONVEYANCE



PANCHANON DUTT & ANB. - of the 1st part
AND
PANCHANON DUTT & ORS. - of the 2nd part
DIES & TOOLS LTD. - of the 3rd part

2256
I

BOOK NO. I
TIME NO. 71
Pages 84
Serial No. 2276
1960

DATED THIS 6 DAY OF May 1960